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CURRENT TOPICS.

THE DAILY court paper for Tuesday next will be published on Saturday, in consequence of Monday being a *dies non*.

LORD JUSTICE BOWEN has been absent from the courts since Monday; but we are glad to learn that, so far as is known, his indisposition is not serious, and it is anticipated that he will be able to return next week.

BY THE LAMENTED death of the Duke of CLARENCE AND AVONDALE a vacancy is occasioned among the benchers of the Middle Temple. The late Prince was, on the 10th of June, 1885, elected a bencher, being proposed by Mr. HIGGIN, Q.C., and seconded by the Prince of WALES, who is also a bencher of the inn.

THE LEGAL MILLENNIUM to be inaugurated under the auspices of Lord COLERIDGE has commenced, very characteristically, by cutting off one day from the present sittings. It is understood that on Monday the courts will be closed in order that the judges may have a prolonged cackle over the incubation of the new scheme. It is, of course, ridiculous to suppose that any Saturday afternoon from 2 o'clock to 6 o'clock might have been devoted to the cackle; the learned judges, or some of them, have important duties at their clubs and elsewhere on that afternoon, and it would be monstrously hard that, having just returned from vacation, they should be asked to give up one of their cherished half-holidays. It is perhaps safe to predict that nothing which will be devised by the Council of Judges in the shape of alterations of procedure will be of sufficient value to afford a compensation for the loss and inconvenience occasioned by the shutting up of the courts during one whole day of the sittings.

THE REPORT on the vacant office of Recorder of the City of London of the General Purposes Committee of the Court of Aldermen, which was adopted last week, varies from previous regulations in providing "first, that when ordered to appear before any tribunal as advocate for the Corporation the Recorder should so appear, but that he should not in other respects practise at the bar; and, secondly, that the Recorder should not at any time be engaged in the promotion or direction of any public company." It is hardly necessary to say that the chance of obtaining the services of men of high position at the bar is materially lessened by the first requirement. So far as we know, no other recorder-ship has such a condition attached to it; and although, of course, both the salary and the duties of the office of Recorder of London far exceed those of any other like office, we confess we are rather at a loss to understand the reason for this restriction. The reason for the other condition is intelligible enough,

but it is at least remarkable that the Recorder of London should be subject to a restriction from which the judges of the Supreme Court are free.

WE PUBLISH elsewhere some forms which have been altered and reissued by the Board of Trade under the power conferred upon them by rule 3 (2) of the Companies (Winding-up) Rules, 1890. By this rule the Board of Trade may from time to time alter any forms which relate to matters of an administrative and not of a judicial character, or substitute new forms in lieu thereof. The first alteration relates to the form of general proxy, form No. 73 in the rules of 1890. Hitherto this has contained words excluding the proxy from receiving dividends, though the restriction might be removed by the giver of the proxy striking out these words and putting his initials to the erasure. The form as it is now reissued takes no notice of the receipt of dividends, and merely confers upon the proxy power to vote at the meeting of creditors or contributories, as the case may be. Apparently this is all that the Act of 1890 ever contemplated that a proxy should be empowered to do. The other alteration concerns the statement of account to be sent by the liquidator of a company to the registrar of joint-stock companies pursuant to section 15 of the Act of 1890. A form of such statement with directions as to its preparation were issued as an appendix to the rules of the 30th of April, 1891, and it was required that the statement should contain a detailed account of all the liquidator's "receipts and payments" on account of the company. These terms are now replaced by the words "realizations and disbursements," and particulars are given of the items thus meant to be included. The statement of realizations is to contain a record of all receipts derived from assets existing at the date of the winding-up order or resolution and subsequently realized, including balance in bank, book debts and calls collected, property sold, &c.; and the account of disbursements is to contain all payments for costs and charges, or to creditors, or contributories. The form of the statement of account is altered in accordance with these directions, and an analysis of the balance, shewing the items of which it is composed, is now required to be included.

WHERE A SALE is made by private contract the terms of the contract have necessarily to be determined by negotiation. The case differs from that of a sale by auction, in which case the vendor, who is an absolute owner, can sell under any conditions that he pleases so long as they are not misleading; the only remedy of an intending purchaser who considers that they are unfair is not to bid. We may perhaps observe that in our experience we rarely find that conditions of any nature really deter purchasers. One of the clauses which often comes under discussion in contracts for sale is that which requires a deposit from the purchaser, and which causes a forfeiture of the deposit, and confers a right to resell, on the failure of the purchaser to perform his obligations. Mr. DAVIDSON (writing in 1877) was of opinion that "unless the price is small, or the purchaser is known to be a person of substance, a deposit is generally required from him" (2 Dav. Prec., pt. I., 4); and Mr. WOLSTENHOLME (writing in 1891) says:—"In sales by private contract there is generally no deposit, the purchaser being known, though sometimes a deposit is required" (Wolstenholme's Forms and Precedents, 5th ed., 5, note (c)). Messrs. KEY and ELPHINSTONE place the clause requiring a deposit in brackets, but they express no opinion as to the occasions on which it ought to be inserted. In considering the propriety of requiring a deposit it should be remembered that, even in the absence of an express provision to that effect, the deposit operates as an earnest of the performance of the contract; in other words, if the contract goes off owing to the default of the purchaser, the vendor is entitled to retain the deposit (*Collins v. Stimson*, 11 Q. B. D. 142; *Howe v. Smith*, 27 Ch. D. 89). It is pretty obvious, therefore, that, on the one hand, if the purchaser is a man of substance and of reputed honesty, so that it is probable that he will be able and willing to perform the contract, a deposit will not be of much importance to the vendor; but, in the same case, a cantankerous vendor may give some trouble to the purchaser if the purchase goes off, without any default on the

part of the purchaser, by claiming to retain the deposit. On the other hand, if there is any doubt as to the ability or willingness of the purchaser to perform his contract, the deposit may be of the greatest importance to the vendor, as the mere threat to enforce the forfeiture may make the purchaser complete. It will be observed that this view very nearly coincides with that of Mr. DAVIDSON. Probably in practice the draftsman framing a contract on behalf of a vendor will, in the absence of special circumstances, insert provisions as to a deposit, while the advisers of the purchaser will strike them out. The question which of the two, acting reasonably, will give way must, we think, be decided according to the principles above laid down.

IN ORDER THAT a simple contract debt may be taken out of the Statute of Limitations by payment it is essential that the payment must be of such a nature that a new promise to pay the debt can be implied from it. Hence, apparently, it must be made to the person entitled to claim the debt, and it must be made in respect of a part only of what is due. The latter point was sufficient to shew that the statute had run in *Stamford, Spalding, and Boston Banking Co. v. Smith* (40 W. R. 48), but, in opposition to the first, VAUGHAN WILLIAMS, J., seems to have said that an acknowledgment of the existence of the debt, whether by writing, under Lord TENTERDEN's Act (9 Geo. 4, c. 14) or by payment, might be made to a stranger. Possibly before *Tanner v. Smart* (6 B. & C. 603), when an acknowledgment was regarded as merely rebutting the presumption of payment, this may have been the case, but now that it can operate only as a promise, it seems that a person seeking to take advantage of such promise must shew that it was made either to himself or to someone under whom he claims. In the case of *Clark v. Hooper* (10 Bing. 480), to which VAUGHAN WILLIAMS, J., referred, a payment made to a person supposed, though wrongly, to be the rightful administrator of an intestate, was allowed to take a debt out of the statute in favour of a person who subsequently became the proper personal representative; but, as is pointed out by Messrs. DARBY and BOSANQUET (Statutes of Limitations, p. 78), if this decision is to be upheld at all, it must be upon the ground that the payment was made on behalf of the intestate's estate, and therefore that the implied promise enured for the benefit of whoever properly represented it. This can hardly at the present time be taken as an authority for the proposition that a payment may in general be made to a stranger. In *Stamford, Spalding, and Boston Banking Co. v. Smith* the holder of a promissory note had indorsed it over without the knowledge of SMITH, the maker of it. Subsequently it came into the hands of the plaintiffs. SMITH made successive payments to the first holder and finally paid him the whole amount due. The plaintiffs, in suing on the note, sought to take advantage of these payments as excluding the operation of the statute, but naturally without success. The fact that the whole amount had been paid prevented any implication of a promise to satisfy the note over again, while, even if a payment to the first holder could in any case have availed the plaintiffs, the fact that their title was inconsistent with his would also exclude any such promise, and upon these grounds the case was decided. As we have pointed out, however, it would probably have been sufficient to say that the payment was not made to the plaintiffs, and therefore no promise to them could be implied.

IN THE CURRENT number of the *Law Quarterly Review* Professor DICEY has an interesting article on the "Criteria of Jurisdiction," or, as he further explains his subject, on the tests by which to determine in respect of any particular matter whether a given court, either in this or a foreign country, is, in the opinion of English judges, a court of competent jurisdiction. The two tests which he proposes are described by him as the principle of effectiveness and the principle of submission. According to the first, the sovereign of a country, acting through the courts thereof, has rightful jurisdiction only over matters with regard to which he can give an effective judgment, and by an effective judgment of course is meant one which the sovereign has the power to enforce. In some matters, as, for example, in divorce, the courts of no one country can give a completely

effective judgment, but the courts of several countries can give one which is more or less effective. In such cases it is a natural deduction from the general principle that those courts should have a preferential jurisdiction which can give the most effective judgment. The second principle is that the courts of a country are courts of competent jurisdiction over any person who voluntarily submits to their jurisdiction. These tests obviously have the merit of simplicity, and, if they were strictly correct, and if, also, they were capable of easy application, they would introduce clearness and consistency into a very difficult subject. To judge of their correctness it is necessary to see whether they hold good with regard to particular forms of actions. As to actions *in rem* no doubt can arise. The *res*, as, for instance, the ship, is situated within the control of the court, and the judgment can be at once made effective against it, and the same remark applies to immovable property. Actions with regard to divorce, and to *status* generally, depend upon domicile at the time of action brought, and as a judgment can usually be made most effective at the place of a person's domicile, this is in accordance with the deduction from the principle of effectiveness referred to above. With regard to succession to movable property, the courts of each country where any portion of it is situated can, of course, give an effective judgment, but there is an obvious convenience in disposing of the whole of it in the same manner, and, allowing for this consideration, the rule which applies the law of the domicile of the deceased person may be said to be in accordance with the principle of effectiveness. The chief difficulty arises from the statutory extension of the jurisdiction of the English courts in actions *in personam*. Apart from statute, indeed, these courts have claimed jurisdiction only over persons within the country, and this agrees with the principle. So also do some of the extensions authorized by R. S. C., 1883, ord. 11, r. 1, where, for example, the action concerns land in England, or where relief is sought against a person domiciled in England, or an injunction is sought as to anything to be done in England. But the same cannot be said where the jurisdiction depends solely on the fact that a breach has been committed within the jurisdiction of a contract, wherever made, which ought to be performed within the jurisdiction, and this Prof. DICEY admits to be anomalous. It is not pretended, of course, that the tests in question are recognized by English courts, and the case just mentioned shows that they are not strictly accurate. But to a large extent they are capable of replacing, or at least of putting on a common basis, the various independent rules now prevailing, and the article is well worthy of attention.

AN EXAMPLE of the exercise of the statutory, and, as Professor DICEY would call it, anomalous, jurisdiction of the High Court over persons domiciled in Scotland has been afforded this week by the decision of the Divisional Court (Lord COLERIDGE, C.J., and COLLINS, J.) in *Tussell v. Hallen*. The action was brought to recover possession of premises in Middlesex, and also damages for breach of a covenant to repair contained in a lease. The defendant was domiciled and resident in Scotland. Since, by reason of non-repair, there had been a breach within the jurisdiction of a contract to be performed within the jurisdiction, service could have been effected on the defendant under clause (c) of ord. 11, r. 1, but for the proviso at the end of that clause, which expressly excludes service on defendants domiciled or ordinarily resident in Scotland or Ireland. It therefore became necessary to have recourse to clause (b), which allows service out of the jurisdiction whenever "any act, deed, will, contract, obligation, or liability affecting land or hereditaments situate within the jurisdiction is sought to be construed, rectified, set aside, or enforced in the action." The meaning of this was considered in *Agnew v. Usher* (14 Q. B. D. 78), and it was held that the clause did not apply to an action brought to recover rent. This was purely personal, and the contract which it was sought to enforce did not, so the court considered, "affect" the land. Moreover, A. L. SMITH, J., expressed the opinion that the words "sought to be enforced in the action" were to be taken as equivalent to "sought to be specifically performed." In *Kaye v. Sutherland* (20 Q. B. D. 147) the authority of this case was invoked to prevent service on a landlord resident in Scotland in an action brought by an outgoing tenant in Yorkshire

to recover compensation for tenant-right according to the custom of the country. Here, too, as regards the defendant, the claim was purely a personal one; but the court (STEPHEN and CHARLES, JJ.) distinguished *Agnew v. Usher*, and held that now there was an obligation "affecting" land. Moreover, CHARLES, J., intimated his disagreement with the construction placed by A. L. SMITH, J., on the meaning of the words "sought to be enforced." So in the present case the covenant to repair seems clearly to "affect" the demised premises, and none the less that the remedy is in damages against the person liable on the lease. The court accordingly, adopting the view of CHARLES, J., held that the action was one in which a contract affecting land was sought to be enforced, and confirmed the order of WRIGHT, J., for service out of the jurisdiction.

IN THE CASE of *Laurent v. Fudez et Cadusseau* the Tribunal Correctionnel of Rochefort has recently decided rather a curious point of legal construction. In 1882 M. CHEVALIER, a partner in the firm of CHEVALIER & ERNEST LAURENT, invented a design for paper bags for holding coffee. This gentleman retired from the business on the 24th of October, 1882, having ceded his rights in the design to the firm, which now assumed the name of LAURENT BROTHERS. On the 19th of May, 1883, however, by some unexplained coincidence, he registered the design in his own name at the Ministry of the Interior. Nearly seven years afterwards LAURENT BROTHERS took proceedings against the defendants for infringement. The defendants promptly denied their title to sue, and thus neatly raised the question as to the validity of the registration. A law of the 18th of March, 1806, impliedly confines the right to obtain registration of a design to the author or inventor. In practice it has, however, been extended to the proprietor. But the Tribunal Correctionnel, in accordance with the tendency of French professional opinion, has now decided that the law of 1806 will not be relaxed any further, and that the registration of a design, effected by one who is not at the time its proprietor, is invalid, even if he be the author. English patent law presents us with a remarkable analogue. The privilege of a "true and first inventor" extends to "an importer from abroad," but not to a "communi-tee within the realm."

THE IMPERIAL BILL for the repression of drunkenness which, having run the gauntlet of the German Federal Council, is now before the Reichstag, is an exceedingly clear and simple measure—at least, upon paper. Its main provisions are as follow:—(1) no spirits are to be sold to any lad under sixteen years of age unaccompanied by his parent or guardian. (2) No alcoholic liquor is to be sold to any person who is (a) intoxicated or (b) an habitual drunkard within the meaning of the Bill. (3) Publicans must sell food as well as drink. (4) "Habitual" drunkards are to be prosecuted by the official curators of lunatics and minors, and are to be shut up and have their property sequestrated until they are certified to be fit to be at large. The Bill embodies two principles for which persons in our own country are strenuously contending—(1) the punishment of simple drunkenness as a crime, and (2) the conversion of *voluntary* sequestration, such as is authorized by the Habitual Drunkards Acts, into compulsory committal to a recognized retreat. It will be a measure difficult alike to construe and to enforce; but the evil against which it is directed is serious and increasing, and the result of the experiment may prove important.

IN THE RECENT case of *Re Noyce* (40 W. R. 110; 1892, 1 Q. B. 97) the jurisdiction of the county courts under the Lunacy Act, 1890, which, it will be remembered, gives power to county court judges to make certain orders with regard to the property of lunatics of the value of less than £200, was, for the first time, we believe, considered in the Queen's Bench Division. It was there held by the Divisional Court (MATHEW and A. L. SMITH, JJ.) that a county court judge has no jurisdiction, under the above-mentioned Act, to make an order for transferring stock standing in the name of a lunatic. Such an order can, it seems, only be made by the judge in lunacy, under section 133 of the Lunacy Act, 1890.

COVENANTS FOR QUIET ENJOYMENT.

THE recent case of *Harrison, Ainslie, & Co. v. Lord Muncaster* (40 W. R. 102) raised an interesting point as to the recovery of damages under a covenant for quiet enjoyment. In 1886 the defendant leased to the plaintiffs certain iron mines for a term of thirty-seven years, and the lease contained a covenant by the lessor that the lessees should peaceably and quietly hold and enjoy the premises thereby demised without any interruption or eviction by the lessor, his heirs or assigns, "or any other person or persons claiming or to claim by, from, or under him." In 1871 the defendant had granted a lease of certain other mines, immediately adjoining the plaintiffs' mines, to the Parkside Mining Co., and this lease was still subsisting in July, 1889. In that month the Parkside Co., in the course of working their mine, tapped a "feeder," with the result that a large quantity of underground water was released. This first flooded the mine of the Parkside Co., and then, finding its way through a natural fissure in the rock, rose to the higher level of the plaintiffs' mine and flooded that also. No one had ever suspected the existence of the water, and its nature, whether it was an underground reservoir or an underground stream, was quite uncertain. Moreover, it was admitted at the trial that there was no negligent working of the Parkside mine, and that the "pecking," which caused the inrush of water, was done in the ordinary course of mining. Under these circumstances the plaintiffs alleged that there had been a breach of the covenant for quiet enjoyment, and claimed damages from the lessor.

The principles which govern the construction of such a covenant are well settled. In the first place, however general its terms may appear to be, it is not broken by the tortious acts of persons claiming under the covenantor. In *Nash v. Palmer* (5 M. & S. 379) Lord ELLENBOROUGH, C.J., stated the reason to be that, "as regards such acts as arise from rightful claim, a man may well be supposed to covenant against all the world; but it would be an extravagant extension of such a covenant if it were good against all the acts which the folly or malice of strangers might suggest; and therefore the law has properly restrained it within its reasonable import, that is, to lawful title." Moreover, as was pointed out in *Hayes v. Bickerstaff* (Vaughan, 118), for tortious acts the covenantee has his proper remedy at law, and it is unnecessary to extend the covenant so as to give him a remedy upon this as well. At the same time, of course, the covenant may be so expressed as to cover both lawful and tortious acts, and this construction will be given to it also if it is aimed at the acts of a specified person. Thus, in *Foster v. Mapes* (Cro. Eliz. 212) it was said that, when the covenant is to save the covenantee harmless against a person certain, the covenantor ought to defend him against the entry of that person, "be it by *droit* or *tort*, for he is damaged if he be disturbed though by wrong." And so in *Nash v. Palmer* (*supra*): "It is, however, different where an individual is named; for there the covenantor is presumed to know the person against whose acts he is content to covenant, and may therefore be reasonably expected to stipulate against any disturbance from him, whether by lawful title or otherwise." The same reasoning applies of course to acts done by the covenantor himself, and, though there are expressions to be found in the cases that these must at least be done under a claim of right (see *per* Lord ELLENBOROUGH, C.J., in *Seddon v. Senate*, 13 East, at p. 72), his liability is perhaps unlimited (see *Com. Dig. Condition, G. 12, Covenant, E. 1*).

As regards persons claiming under the covenantor the above principles are well illustrated by the case of *Sanderson v. Mayor of Berwick-on-Tweed* (33 W. R. 67, 13 Q. B. D. 547). By a general system of drainage made by the defendants in a particular district various farms of the defendants were drained by underground drains. The defendants let one of such farms to the plaintiff with the usual covenant for quiet enjoyment against the acts of the lessors or any person lawfully claiming through or under them. The defendants had previously let another of the farms to C. with a right to use the drains under the plaintiff's land so far as they were adequate to carry the water from C.'s farm. Two breaches of the covenant were alleged. C., by excessive user of the drainage system, which was properly constructed for the purposes of drainage, caused the water passing

down the drains in his farm to escape and overflow into the plaintiff's farm and damage his crops. For this it was held that the defendants were not liable, in that the lease, by virtue of which C. claimed under them, gave him no lawful claim so to use the drains. But further, by a proper user by C. of the drains passing under the plaintiff's farm, damage was also done to a field in the plaintiff's farm by the escape of water, and this happened in consequence of the drains there having been imperfectly constructed. As to this, therefore, seeing that the user was lawfully exercised by C. under his lease, the defendants were held liable. So, again, with regard to the objection taken in *Hayes v. Bickerstaff* (*supra*) that for tortious acts the covenantee has his remedy independently of the covenant, reference may be made to *Jenkins v. Jackson* (37 W. R. 253), where KEKEWICH, J., at the same time that he refused the remedy on the covenant, granted damages for the nuisance caused by the disturbance of the plaintiff's quiet enjoyment.

As to the acts which will constitute a breach of the covenant, it is enough that they involve an interference either with the title or the possession. It is not, indeed, every interference with the user of the land that will suffice, and so, where a purchaser or lessee has taken land which is subject to a restrictive covenant, of the existence of which he was not aware, an injunction restraining him from using the land in the prohibited manner is not a breach of the covenant for quiet enjoyment. In *Dennett v. Atherton* (L. R. 7 Q. B., at p. 326), on a conveyance of land to the defendant in fee, the defendant covenanted not to permit beer to be sold in any building upon it. The defendant afterwards demised a building on part of the land to the predecessor in title of the plaintiff, and the lease contained a covenant against the carrying on of certain trades (not including the selling of beer), and a covenant for quiet enjoyment. Subsequently the vendor obtained an injunction against the plaintiff, but it was held that this constituted no violation of the defendant's covenant. This was in accordance with the previous decision in *Spencer v. Marriott* (1 B. & C. 457), and WILLES, J., in delivering the judgment of the Queen's Bench, said: "The covenant for quiet enjoyment, whether with or without a partially restrictive covenant, has been regarded as a covenant to secure title and possession, and not to guarantee to the tenant that he may lawfully use the land for any purpose not in the restriction."

But though the fact that the covenantee finds himself unable to use the land in a particular manner gives him no remedy on the covenant, a breach of it is committed when there is any substantial interference with his possession or enjoyment. In *Shaw v. Stenton* (2 H. & N. 858) the defendant demised to the plaintiff a coal mine for a term of years, and covenanted for quiet enjoyment. The defendant then worked a quarry, which was situated over the mine, in such a way that quantities of water percolated into the mine, and parts of the roof of the mine fell in. In consequence of this the mine became flooded, and the working of the coal was rendered impracticable. It was held that this constituted a breach of the covenant. The case, as POLLOCK, C.B., pointed out, was not merely one of nuisance caused by acts done on adjoining land, and the connection between the two properties, the one being below the other, raised a different consideration. "If a lessor demises the stratum below, and covenants that he will do nothing to prevent its quiet enjoyment, he is bound so to use the surface as not to disturb the lessee in his occupation." But of more general application, perhaps, is the test suggested in *Sanderson v. Mayor of Berwick-on-Tweed* (*supra*). "It appears to us," said FRY, L.J., in delivering the judgment of the Court of Appeal, "to be in every case a question of fact whether the quiet enjoyment of the land has or has not been interrupted; and where the ordinary and lawful enjoyment of the demised land is substantially interfered with by the acts of the lessor, or those lawfully claiming under him, the covenant appears to us to be broken, although neither the title to the land nor the possession of the land may be otherwise affected."

In *Harrison, Ainslie, & Co. v. Lord Muncaster* (*supra*) it was clear that the acts to which the inrush of water was due were lawfully done by the Parkside Co. under the lease granted to them by the defendant. Moreover, the inrush of water caused a substantial interference with the enjoyment by the plaintiffs of their mine. So far, then, as we have at present gone these two

elements were sufficient to constitute a breach of the covenant. But at this point the apparent generality of the covenant was once again limited by the probable intention of the parties. Just as formerly it had been held that the covenantor could not be supposed to have covenanted against the tortious acts of all the world, so now it was held that he had not covenanted against the consequences of lawful acts so far as such consequences could not possibly have been foreseen. "On principle," said Lord Esher, M.R., "a covenant can only be operative with regard to a thing which is contemplated by both the parties at the time it is entered into. It always is said the parties must, when they used those words, have intended them to include all circumstances which they actually contemplated at the moment, or which, if they had thought properly about the matter, they ought to have contemplated. Beyond that the meaning of the covenant ought not to be extended." In the present instance no one suspected the existence of the water, and the court held that the irruption of water, and the consequent flooding of both mines, would not have occurred to a person of ordinary intelligence, however carefully he had thought about the matter. Hence the accident could not be taken to have been in the contemplation of the parties when the covenant was entered into, and there was therefore no breach of such covenant. The result of course further illustrates the principle that the covenant is by no means a guarantee of quiet enjoyment. It does not protect against the tortious acts of persons claiming under the covenantor, nor does it protect against acts which cause annoyance to the covenantee or simply restrict his user of the land, unless at the same time they involve substantial interference with his possession and enjoyment of it. And, finally, it does not protect against accidents which could not have been in the contemplation of the parties at the time when the covenant was entered into.

ESTATES DETERMINABLE OR DEFEASIBLE ON ALIENATION OR BANKRUPTCY.

In the case of *Dean v. Dean*, as reported in the *Law Reports* (1891, 3 Ch. 150, at p. 155), a dictum is attributed to CHITTY, J., that "where there is a limitation of real estate to a man for life, or until he shall attempt to alien, and a limitation over on such attempt, both limitations are valid and effectual; but if, intending the very same thing, the testator limits the real estate to a man for his life, and then adds a condition that he shall not alien, and that, if he does, the property shall go over, the condition and gift over are void." These remarks were made by the learned judge in order to illustrate his observation that "a difference in the mere form of words does in several cases make a difference in law," and the fact that they were mere dicta probably accounts for some degree of obscurity as to the meaning of the proposition contained in the second branch of the illustration. The case supposed may be one in which the life interest is not made to cease in the event of alienation; but the gift over in the supposed limitation might be construed as operating to determine the life interest in that event; and, if the words are to be taken to mean that a limitation for life cannot be effectually determined by a proviso or condition defeating the life interest upon alienation, they are an example, we submit with deference, of the danger of judicial dicta upon points not involved in the decision of the case to which the mind of the court is addressed; and, coming from an authority so eminently learned and accurate as Mr. Justice CHITTY, it is to be feared that they may give rise to misapprehension as to the state of the law.

The cases appear to us to establish that, in legal effect, there is no difference between a limitation to a man for life, or until he shall attempt to alien—which may be called a "determinable" limitation—and a limitation to a man for life, followed by a proviso or condition that, if he attempts to alien, his interest shall cease—which may be called a limitation "defeasible" by a condition subsequent; and, moreover, that, in either case, the life interest is effectually determined upon an attempt to alien, though there be no gift over. These propositions appear to apply to life interests in both real and personal property, and to

limitations of such interests determinable or defeasible, whether upon bankruptcy or alienation, subject to the exception that a man cannot settle his own property on himself for a life interest determinable or defeasible on his bankruptcy (*Hignbotham v. Holme*, 19 Ves. 87). But it is essential that the form of the limitation should be such as to effect a cesser of the life interest in the events specified. Property cannot be limited to a man for life with a mere prohibition of alienation, or so as to enable him to continue in the enjoyment of it notwithstanding an attempt to alienate it, or to retain his enjoyment of it in spite of his bankruptcy.

Thus, in *Brandon v. Robinson* (1811, 18 Ves. 429), a testator gave a share of his estate to trustees upon trust to pay the income to A. "from time to time into his own proper hands or on his proper order and receipt, to the intent the same should not be grantable, transferable, or otherwise assignable by way of anticipation," and on A.'s decease the principal was to be paid to his statutory next of kin. A. became bankrupt, and his assignee in bankruptcy claimed the income. Lord ELDON said there was "an obvious distinction between a disposition to a man until he becomes bankrupt and then over, and an attempt to give him property and to prevent his creditors from obtaining any interest in it, though it is his"—i.e., though his interest is absolute, and not made determinable or defeasible, in which case (see p. 433) "the donor cannot take away the incidents to a life estate." He does, indeed, go on to say that "a disposition to a man until he shall become bankrupt, and after his bankruptcy over, is quite different from an attempt to give to him for his life, with a proviso that he shall not sell or alien it"; but he immediately adds that, "if that condition [proviso] is so expressed as to amount to a limitation reducing the interest short of a life estate, neither the man nor his assignees can have it beyond the period limited"; by which he must mean to indicate the case in which the proviso or condition is not a simple prohibition against alienation, but includes a direction that the life interest shall cease, or that the property shall go over to another, upon alienation. He also said (p. 435) that, to prevent its being assignable, it must be given to someone else; but, if this meant that there must be an express gift over, it has been overruled by subsequent cases, as we shall see.

In *Rochford v. Hackman* (1852, 9 Hare, 475) a testator gave a share of his residuary personal estate in trust for A. for life and after his decease for his children, and added a proviso that if A. should sell, assign, transfer, incur, or otherwise dispose of or anticipate his share or any part thereof, then the bequest in trust for A. should cease and determine and become utterly void, as if the same had not been mentioned in the will or as if A. were dead. There was thus a mere proviso for cesser and no gift over. WIGRAM, V.C., said there were two rules—viz. (1st), that property cannot be given for life, any more than absolutely, without the power of alienation being incident to the gift, and that any mere attempt to restrict the power of alienation is void as being inconsistent with the interest given—that is to say, where the interest is given absolutely and not made determinable or defeasible; and (2nd) that, though a life interest be expressed to be given, it may be well determined by an apt limitation over. He observed that in *Brandon v. Robinson* (*ubi supra*) and *Graves v. Dolphin*, (1 Sim. 66) there was no proviso determining the life interest nor any gift over on alienation, and therefore the court held that the interest continued; and he added that a proviso for cesser is sufficient without a gift over (see *Dommett v. Bedford*, 6 T. R. 684); and that the true rule is that the court is to find from the whole will whether the intention was that the life interest should continue. He explained that in *Brandon v. Robinson* Lord ELDON, by the words "it must be given to someone else," meant that on that particular will the assignees in bankruptcy must take in the absence of a gift over, because there was no proviso determining the life interest.

In *Joel v. Mills* (3 K. & J. 458) there was a devise in trust to pay the rents and profits to A. for his life, followed by a proviso that upon any alienation by A., or on his bankruptcy or insolvency or any other event in which the rents and profits could no longer be personally enjoyed by him, but would become vested in some other person or persons, the trust for A. should cease and determine and the rents and profits should be applied by the trustees for the benefit of the wife and children of A. It was

held that the proviso was effectual. It was argued that there was a complete life interest given to A., and that it was not competent for the testator at the same time to provide that it should cease on alienation; but WOOD, V.C., was of opinion that he could not consider A. as having an absolute life interest. "As long as a man has property, it may be made liable to his creditors; but there is nothing inconsistent in saying that, in the event of his allowing it to become so liable, his interest in it shall cease."

In *Hurst v. Hurst* (21 Ch. D. 278) freeholds and leaseholds were settled on A. for life with remainder to his children, and there was a proviso that, if A. charged or incumbered, the gift to him should be forfeited, and the remainder to the children should at once take effect. A. gave to W. a charge on his life estate. It was held by the Court of Appeal that the life estate was forfeited, though W. disclaimed the security, and there were no remaindermen to take under the gift over.

The cases above referred to appear to leave no doubt as to the law with reference to determinable or defeasible life interests. A fee simple estate cannot be made to determine by a proviso or condition subsequent defeating the estate on bankruptcy or alienation (*Re Machu*, 21 Ch. D. 838); but CHITTY, J. (*ibid.*), after observing that appeared to be no authority that a limitation in fee to a man until he shall alienate or become bankrupt is good, seems to have expressed an opinion that a conditional limitation to A. in fee until such an event, and then over to B., would be good.

In *Re Rosher* (26 Ch. D. 801) there was a devise in fee to A., followed by a proviso that if he or any person claiming under him should desire to sell during the life of B., B. should have an option to purchase the estate at a fixed price which was about one-fifth of its value; it was held that the proviso was void as amounting to an absolute restraint on alienation during the life of B., for a condition prohibiting alienation even during a limited period is repugnant. On the other hand there is authority for the validity of certain restraints on alienation limited not in respect of time, but as to the persons to whom alienation may be made (see the judgment of PEARSON, J., in *Re Rosher* (*ubi supra*); and *Re Macleay* (L. R. 20 Eq. 186).

Again, in *Re Dugdale* (38 Ch. D. 176) there was a devise in trust for A. in fee, with a proviso of ceasing if he should do or suffer anything whereby he would be deprived of the personal beneficial enjoyment of the property in his lifetime, and a gift over in that event to his wife and children; and it was held that A. took an absolute interest, the gift over being void for repugnancy. In this case KAY, J., observed that an incident of the estate given, such as the liability to voluntary alienation or to involuntary alienation on bankruptcy, which cannot be taken away by a direct prohibition, cannot be taken away indirectly whether by a condition or by a conditional limitation or an executory devise.

Finally, in *Corbett v. Corbett* (14 P. D. 7) real and personal estate was settled upon trust for A., his heirs, executors, and administrators, upon the express condition that he should not, during his life, have power to mortgage, sell, alien, charge, or incumber it, and in that event the trustees should hold it in trust for other persons. It was held that the condition was void as repugnant, and that there is no distinction between legal and equitable estates in respect of the rule as to repugnant conditions. COTTON, L.J., observed that, if an estate for life had been given, it might have been construed as a gift until alienation, "and as not being defeated by the proviso." (The meaning of the latter words is not obvious; they do not appear in the report in 37 W. R. 114; and in 60 L. T. 74 they are given as "and not as a proviso"; the report in 58 L. J. Prob. 17 agrees with the *Law Reports*).

On the 7th inst. Mr. Willis Bund, Q.C., tendered to the Cardiganshire Quarter Sessions, at Lampeter, his resignation of the chairmanship in consequence of the rejection, by eight votes to six, at the last court of a resolution empowering the chairman, under section 9, sub-section 3, of the Local Government Act, to give specific written instructions to the chief constable for the prevention of disturbances at tithe distraints and sales. Mr. Bund characterized the inaction of the court as cowardice and desertion of those who had a right to the protection of the law. The court, by sixteen votes to one, refused to accept the resignation, which Mr. Bund then withdrew.

REVIEWS.

ELECTION LAW.

THE POWERS, DUTIES, AND LIABILITIES OF AN ELECTION AGENT AND OF A RETURNING OFFICER AT A PARLIAMENTARY ELECTION IN ENGLAND OR WALES. By FRANK R. PARKER, Solicitor and Parliamentary Agent. SECOND EDITION. Knight & Co.

The first edition of this book was published in 1884, and we reviewed it very fully at the time. The second edition will be welcomed by all who desire a full and complete account of the law relating to parliamentary elections. The book is intended for the use of election agents and returning officers, and there are two chapters dealing with an election petition and an election commission. The curious perverseness of electors in marking their ballot-papers is shown in a chapter which gives facsimiles of ballot-papers that have come before the election courts, and these facsimiles will be most useful, not only to the returning officer, but also to the election agent, when any question arises at the counting of the votes. We notice that at p. 101 the author says that there seems to be nothing to prevent the paid election agent, sub-agent, clerk, or messenger from undertaking such a canvass as he has leisure for, and as is not incompatible with his other duties. We venture to think that this practice ought to be avoided, and the better course for an election agent is to avoid canvassing himself, and to direct his paid staff to avoid doing so likewise. To allow the paid staff to canvass at all might give rise to very delicate questions. We notice some excellent remarks upon the proper form of polling-card to send to each voter, and a form is given in the appendix, at p. 651. It is desirable to be very careful in framing a polling-card, and we remember to have seen at the election in 1886 a polling-card issued to voters which we certainly considered an illegal one. The book is brought down to the latest date, and there is a very full list of forms given in the appendix. The book is arranged under three main heads: (1) Preparations for the Election; (2) The Election; and (3) Offences at Elections, and proceedings consequent thereon; and the various subject-matters under each head are very fully and clearly explained, and several useful hints given. The bulk of the work has been necessarily increased by the addition of cases decided since the first edition came out, but we see no reason to qualify what we said in speaking of the first edition, that "the characteristics of the book are the completeness and the practical character of the information given under each head."

THE PARLIAMENTARY ELECTION MANUAL. By T. C. H. HEDDERWICK, Barrister-at-Law. Stevens & Sons (Limited).

The approach of the General Election is seen in the publication of new works and new editions of old works bearing upon the subject. Though the Corrupt Practices Act, 1883, introduced a welcome change into the method of conducting elections, at the same time it created a number of pitfalls, to avoid which requires constant attention on the part of the candidate and the election agent. The present small handbook seems to us to be exactly the kind of work that should be in the hands of every election agent during an election. It is a book intended for the guidance of election agents and candidates, and is concisely and clearly written. The chronological order of an election is followed, and the forms are inserted in their appropriate places, and not at the end in an appendix. Whether this mode of inserting the forms is the best or not is a matter of doubt, especially when one wants to find a form suddenly, but by looking at the index the required form can always be found. There are some very useful suggestions as to the course to adopt in particular cases. For instance, upon the difficult question as to what expenditure, prior to the actual election, the election agent should include amongst "election expenses," though the author very wisely says that no rule can be laid down which will meet every case, yet he states certain general principles which will be a guide to the election agent in determining the matter. We see that under the head of polling agents the author states that there is nothing to prevent the employment as canvassers of paid election agents, sub-agents, polling agents, clerks, or messengers, provided they be not paid as canvassers. He adds, however, that the propriety of such a proceeding is another matter; and in another place he says that "this had better be avoided." We decidedly think that the paid staff ought never to be employed as canvassers, and it is, in our opinion, very undesirable to employ a canvasser as a paid polling agent. To adopt an expression which the author uses in another connection, it is a good rule to steer clear of all dubious points, and he might safely have gone one step further and said, make a rule never to do it. Before leaving this excellent little book we desire to draw attention to three golden rules to be observed by paid or unpaid agents of all kinds at an election: pay nothing, give nothing, promise nothing. At the beginning of the book there is a useful time-table, giving the date, either before or after the nomination day and the polling day, on which each requisite step

must be taken, with a reference to the section of the Act which requires it.

THE LAW QUARTERLY REVIEW.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. January, 1892. Stevens & Sons (Limited).

In addition to the article on the "Early History of the Incorporated Law Society," which we have already noticed (*ante*, p. 145), and Professor Dicey's article on the "Criteria of Jurisdiction," which we notice elsewhere, this number of the *Law Quarterly Review* contains several contributions of interest. Two are antiquarian. In "Conveyancing under the Ptolemies" Mr. E. P. Fry makes use of Professor Mahaffy's transcriptions of the papyri discovered in the Fayyum by Mr. Flinders Petrie to reconstruct the form of the wills of Macedonian and various Hellenistic mercenaries settled in Egypt about the third century B.C. The common form, "May I be in good health and manage my own affairs as I choose. If, however, I suffer anything human, I leave," &c., shews that will making was regarded as a matter of by no means happy omen. In "The Quadrupartitus" Professor Maitland calls attention to Dr. Liebermann's edition of this ancient legal text-book. Mr. W. A. Bewes, in "The Declaration of Future Rights," criticizes the inconvenient refusal of the English courts to assist remaindermen to ascertain their position, and Mr. E. C. C. Firth, in "Married Women's Debts," has no great difficulty in shewing the unsatisfactory nature of the results produced by the Married Women's Property Act, 1882. In the note on the Savernake Estate case the writer takes the view which we have already advocated, and concludes:—"The spectre which appalled the Court of Appeal was the mortgagee in possession, but if the remaindermen prefer this alternative, who else, pending the socialist régime, is concerned?" The number is prefaced by a very good portrait of the editor [and his fur coat] from a photograph by Messrs. Elliott & Fry.

BOOKS RECEIVED.

The Public Health (London) Act, 1891. With full Explanatory Notes, Comparative Tables of Sections of Repealed Acts and existing Enactments, an Appendix containing the Enactments applied, and the Orders and Model Bye-Laws of the Local Government Board, and a copious Index. By E. LEWIS THOMAS, M.A., LL.M., Barrister-at-Law. Knight & Co.

An Outline of Criminal Law, as regards Offences against Individuals. By RICHARD R. CHERRY, Barrister-at-Law. William Clowes & Sons (Limited).

American Law Review, November—December, 1891. Editors, SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

CORRESPONDENCE.

THE LAND REGISTRY.

[To the Editor of the Solicitors' Journal.]

"Land Registry, Staple-inn, London.—Notice.—Purchasers and Mortgagees are reminded that it is no longer safe to deal with Land reputed to be Unregistered without searching the Index Map kept at the office, to see whether it is registered or not. Several examples of the need of thus searching have lately been observed."

Sir,—I take the above advertisement from the second column of the front sheet of the *Times* newspaper.

I should very much like to know if you can inform me by whom the expense of this advertisement is borne. I am not aware of any authority by which those who are responsible for the management of the Land Registry are entitled to spend the public money in advertising the advantages they are prepared to offer to the public. Perhaps you can enlighten me?

If a solicitor advertises in any way the advantages he is prepared to offer to those who may trust him with their confidence, and he happens to be a member of the Incorporated Law Society, it would follow that the solicitor in question would be very soon required to relinquish his position as a member of that society.

The department intrusted with the registration of bills of sale does not take upon itself the responsibility of advertising to warn the public as to the necessity of registering bills of sale, or searching for bills of sale prior to taking one as a security. Nor did the officials at the Middlesex Registry, who are, or at least were, interested in procuring business, stoop to advertise the necessity for making searches in their office.

F.

RECENT SCANDALS.

[To the Editor of the Solicitors' Journal.]

Sir,—I was much pleased to see the letter of Mr. Oswald Milne in your issue of the 9th inst. I, too, have been waiting for some signs

of activity on behalf of the Incorporated Law Society, but so far in vain.

The question raised by the conduct of certain recent "causes célèbres" must not, for the honour of the profession, be allowed to drop. The action of solicitors who are guilty of the offences mentioned in Mr. Milne's letter may not be of such a nature as to make it possible to strike them off the rolls, but for that reason are they to be allowed to pose as honoured members of an honourable profession?

Does the Incorporated Law Society without protest permit solicitors to be members who, though guilty of offences sufficient to "rouse the ire of any honest man," yet just manage to keep within the technical limits of the law by a gross abuse of privilege? If it does, then the general body of solicitors richly deserve the reputation they will gain, or rather by the delay of the council have already gained, of being in full sympathy with those whom the general public rightly condemn. And then when the rights of our profession are at stake we expect justice!

JOHN J. WITHERS.

Maltravers House, Arundel-street, Strand,
London, W.C., Jan. 13.

NEW ORDERS, &c.

THE COMPANIES (WINDING UP) ACT, 1890, AND THE COMPANIES (WINDING UP) RULES, 1890.

PURSUANT to Clause 2 of Rule 3 of the Companies (Winding-up) Rules, 1890, the Board of Trade hereby substitute the form of General Proxy set out at the foot hereof in lieu of the existing Form No. 73 in the Companies (Winding-up) Rules, 1890, and henceforth the substituted form shall be the Form No. 73 in the Appendix of Forms referred to in the said Rules.

Dated this 8th day of January, 1892.

By order of the Board of Trade,
John Smith, Inspector-General in Companies Liquidation,
authorized in that behalf by the President of the Board of Trade.

No. 73.

GENERAL PROXY.

(Title.)

I (a) of , a creditor [or contributory] hereby appoint (b) to be (c) general proxy to vote at the meeting of creditors [or contributories] to be held in the above matter on the day of 189 , or at any adjournment thereof.

Dated this day of 189 ,
[Signed (d)]

Signature of Witness,
Address.

NOTES.

1. The authorized agent of a corporation may fill up blanks, and sign for the corporation, thus:—
For the Company.

J.S. (duly authorized under the Seal of the Company.)

2. A proxy may be filled up and signed by any person having a general authority in writing to sign. Such person shall sign,

J.S. (duly authorized by a general authority in writing to sign on behalf of (name of creditor) (e)).

Certificate to be signed by person other than Creditor or Contributory filling up the above Proxy.

I, of , being a [here state whether clerk or manager in the regular employment of the creditor or contributory or a commissioner to administer oaths in the Supreme Court], hereby certify that all insertions in the above proxy are in my own handwriting, and have been made by me at the request of the above-named and in his presence, before he attached his signature [or mark] thereto.

Dated this day of 189 .

Signature,

The proxy must be lodged with the Official Receiver or Liquidator not later than the day before the meeting at which it is to be used.

THE COMPANIES (WINDING UP) ACT, 1890, AND THE COMPANIES (WINDING UP) RULES, 1890 AND 1891.

PURSUANT to Clause 2, of Rule 3, of the Companies (Winding-up) Rules, 1890, the Board of Trade hereby substitute the Form of Liquidator's Statement of Account set out at the foot hereof in lieu of the existing Form, No. 75, in the Appendix to the Companies

(a) If a firm write "we" instead of "I," and set out the full name of the firm.
(b) Here insert either (but not both) "Mr. of , a clerk, manager, &c., in my regular employ," or "The Official Receiver in the above matter." The standing of the person appointed must be clearly set out.

(c) "My" or "our."
(d) If a firm, sign the firm's trading title, and add "by A.B., a partner in the said firm."

As to signature by agent, see footnotes 1 and 2.
(e) The Official Receiver or Liquidator may require the authority to sign to be produced for his inspection.

(Winding-up) Rules of the 30th April, 1891, and henceforth the substituted Form shall be the Form No. 75 referred to in Rule 2 (127A) of the said rules.

Dated this 8th day of January, 1892.

By order of the Board of Trade,
John Smith, Inspector-General in Companies Liquidation,
authorized in that behalf by the President of the Board of Trade.

No. 75.

No. of }
Company }
FORM OF STATEMENT OF RECEIPTS AND PAYMENTS AND GENERAL DIRECTIONS AS TO STATEMENTS.

Size of Sheets.

(1.) Every statement must be on sheets 13 inches by 16 inches.

Form and contents of Statement.

(2.) Every statement must contain a detailed account of all the liquidator's realizations and disbursements in respect of the Company. The statement of realizations should contain a record of all receipts derived from assets existing at the date of the winding up order or resolution and subsequently realized, including balance in Bank, Book Debts and Calls Collected, Property Sold, &c.; and the account of disbursements should contain all payments for costs and charges, or to creditors, or contributories. Where property has been realized, the gross proceeds of sale must be entered under realizations, and the necessary payments incidental to sales must be entered as disbursements. These accounts should not contain payments into or out of Bank, or temporary investments by the liquidator, or the proceeds of such investments when realized, which should be shown separately:—

(a.) by means of the Bank Pass Book;

(b.) by a separate detailed statement of moneys invested, and investments realized.

Interest allowed or charged by the Bank, Bank Commission, &c., and profit or loss upon the realization of temporary investments, should, however, be inserted in the accounts of realizations or disbursements, as the case may be. Each receipt and payment must be entered in the account in such a manner as sufficiently to explain its nature. The receipts and payments must severally be added up at the foot of each sheet, and the totals carried forward from one account to another without any intermediate balance, so that the gross totals shall represent the total amounts received and paid by the liquidator respectively.

Trading Account.

(3.) When the liquidator carries on a business, a trading account must be forwarded as a distinct account, and the totals of receipts and payments on the trading account must alone be set out in the statement.

Dividends, &c.

(4.) When dividends or instalments of composition are paid to creditors, or a return of surplus assets is made to contributories, the total amount of each dividend, or instalment of composition, or payment to contributories, must be entered in the statement of disbursements as one sum; and the liquidator must forward separate accounts showing in lists the amount of the claim of each creditor, and the amount of dividend or composition payable to each creditor, and of surplus assets payable to each contributory, distinguishing in each list the dividends or instalments of composition and shares of surplus assets actually paid and those remaining unclaimed. Each list must be on sheets 13 inches by 8 inches.

LIQUIDATOR'S STATEMENT OF ACCOUNT

pursuant to Section 15 of the Companies (Winding-up) Act, 1890.

Name of Company

Nature of proceedings (whether wound up by the Court, or under the supervision of the Court, or voluntarily)

Date of commencement of winding up

Date to which Statement is brought down

Name and Address of Liquidator

LIQUIDATOR'S Statement of Account pursuant to s. 15 of the Companies (Winding-up) Act, 1890.

REALIZATIONS.

Date.	Of whom Received.	Nature of Assets Realized.	Amount.
			£ s. d.

(On last page).—Total Realizations to be carried to next Account

DISBURSEMENTS.

Date.	To whom Paid.	Nature of Disbursements.	Amount.
			£ s. d.

(On last page).—Total Disbursements to be carried to next Account

ANALYSIS OF BALANCE.

Total Realizations	Disbursements	Balance	£ s. d.

The Balance is made up as follows:—

1. Cash in hands of Liquidator	£ s. d.
2. Amounts invested by Liquidator (as per separate account herewith)	
Less Amounts realized from same	
Balance of amount invested	£ s. d.
3. Total payments into Bank including balance at date of commencement of winding-up (as per Bank Book)	
Total withdrawals from Bank	
Balance at Bank	

Total Balance as shown above £

NOTE.—THE LIQUIDATOR SHOULD ALSO STATE—

- (1.) The amount of the estimated assets and liabilities at the date of the commencement of the winding up. { Assets } { Liabilities }
- (2.) The general description and estimated value of outstanding assets (if any)
- (3.) The causes which delay the termination of the winding up
- (4.) The period within which the winding up may probably be completed

CASES OF THE WEEK.

Court of Appeal.

Re B.—No. 2, 12th January.

LUNACY—PRACTICE—ORDER BY MASTER FOR MEDICAL EXAMINATION OF ALLEGED LUNATIC—ENFORCEMENT BY ATTACHMENT—JURISDICTION—LUNACY ACT, 1890 (53 & 54 VICT. C. 5), s. 99—LUNACY ACT, 1891 (54 & 55 VICT. C. 65), s. 26 (2); SCHEDULE.

This was a motion before the Lords Justices in Lunacy for attachment of a person alleged to be of unsound mind, on account of such person having failed to comply with an order made on the 29th of October, 1891, by a master in lunacy, requiring such person to attend on the 12th of November, 1891, at a specified place, for examination by a medical man. An order for inquiry into the alleged lunacy of the person in question had been made, and that order had been prosecuted to a certain extent before a master in lunacy sitting without a jury. The master was of opinion that it was necessary to have a medical examination of the alleged lunatic, and accordingly made the above-mentioned order of the 29th of October, under section 26, sub-section (2), of the Lunacy Act, 1891, which provides that "the masters may make orders for the attendance of an alleged lunatic at such time and place as the order directs for examination by the masters or a medical practitioner, and such order may be enforced in the same way as an order of a judge of the High Court." The order of the 29th of October was, on the 9th of November, 1891, served personally on the person alleged to be of unsound mind, who, however, refused to comply with it, and the person who had presented the petition of inquiry then took out a summons for directions before the master in lunacy, who refused to make any order thereon; and the petitioner accordingly now moved the court for an order of attachment against the person alleged to be of unsound mind. It was contended on behalf of the respondent (the person alleged to be of unsound mind) that the application for attachment ought to have been made to a divisional court of the Queen's Bench Division

having regard to the provisions of section 99 of the Lunacy Act, 1890, to which it was contended that section 26, sub-section (2), of the Lunacy Act, 1891, was merely consequential; and that, though the master in lunacy might himself have jurisdiction, yet at all events, the Lords Justices in Lunacy had no jurisdiction to make the order for attachment. Section 99 of the Act of 1890 enacts as follows:—"The person executing an inquisition with a jury shall, while so employed, have all the powers, authorities, and discretion of a judge of the High Court." By the schedule to the Lunacy Act, 1891, the words "with a jury" are struck out of section 99 of the Act of 1890.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) sent for the master in lunacy, and ascertained from him that his attention had not been called to the alteration made by the Lunacy Act of 1891 in the Act of 1890, and that, if his attention had been so directed, he would have considered he had jurisdiction himself to order the attachment to issue, but that, in his discretion, he would nevertheless have referred the matter to the court.

LINDLEY, L.J., said that the proper method of enforcing obedience to the order was undoubtedly by attaching the person who disobeyed it, and the real question was, Who had the power of ordering the writ of attachment to go? Until the Act of 1891 there had been some obscurity as to the power of the master to enforce his orders, as was shewn by *Re B*—(40 W. R. 9; 1891, 3 Ch. 274), and in consequence of that case, section 26 was introduced into the Act of 1891. Then, by the schedule to the Act of 1891, the power of the person executing an inquisition in lunacy was enlarged by striking out the words "by a jury" in section 99 of the Act of 1890. It followed, therefore, that the master in lunacy had himself the power to issue an attachment to enforce any order which he himself had power to make. Section 26, sub-section (2), of the Act of 1891 gave the master power to make an order requiring the person whose sanity was being inquired into to attend for examination by a medical man. Combining, therefore, section 26 of the Act of 1891 with section 99 of the Act of 1890, as modified by the Act of 1891, it was clear, in his lordship's opinion, that the master in lunacy had jurisdiction to himself order an attachment in the present case. As a matter of practice and convenience, however, it was more desirable that the master should refer such an application to the court in order that a matter involving the liberty of the subject might be dealt with publicly in open court. That was the practice indicated with regard to applications for attachment in *Davis v. Galmoye* (39 Ch. D. 322). His lordship could not accede to the argument of the respondent's counsel, that the application for attachment ought to be to a divisional court of the Queen's Bench Division. That would be introducing an altogether novel procedure in lunacy. A writ of attachment should go in the present case, but it should lie in the office for a fortnight if the respondent was in England, or for a fortnight after the respondent's return to England if abroad, so that the respondent would have an opportunity, if the respondent so desired, of coming before the court in the meantime.

LOPES and KAY, L.JJ., concurred.—COUNSEL, Lawson Walton, Q.C., and Lyttelton; Castelle and Colan. SOLICITORS, Lickerish & Bellord; Irvine, Hodges, & Borroeman.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

Re LONDON, WINDSOR, AND GREENWICH HOTELS CO. (LIM.),
QUARTERMAINE'S CLAIM.—Stirling, J., 12th January.

COMPANY—WINDING UP—SECURED CREDITOR—PROOF—INTEREST AFTER COMMENCEMENT OF WINDING UP—JUDICATURE ACT, 1875, s. 10—BANKRUPTCY ACT, 1883, ss. 9, 168, SCHEDULE 2, r. 9.

This was a claim by the executors of the late Thomas Quartermaine in the winding up of the above-named company. The company was formed in 1866 for the purpose of purchasing the Ship Hotel, at Greenwich, and other hotels, and in that year had purchased from Mr. Quartermaine the Ship Hotel and the business carried on there. Part of the purchase-money, however, remained on mortgage of the premises. The executors brought an action to enforce their security. A receiver was appointed, and he carried on the businesses and made profits. The property comprised in the mortgage security was gradually sold, and ultimately the whole of it was realized, but a considerable balance still remained due to the executors. They now desired to prove in the winding up, from which they had hitherto stood aloof, and the question to be decided was for what amount the proof was to be admitted, the company being insolvent. It was contended on behalf of the executors that each sum received by them ought to be treated as applied first in payment of interest due at the time the money was received, and next in reduction of the principal then due; and that the ultimate balance thus arrived at was the amount to be admitted to proof. It was also contended that even if the proceeds of sale of the property comprised in the security could not be applied in payment of interest subsequent to the commencement of the winding up, still the income which had come to the hands of the receiver could be so applied. On behalf of the liquidator it was contended that the amount of the proof ought to be limited to what was due for principal and interest at the commencement of the winding up, after deducting therefrom everything that had come to the hands of the executors, whether in respect of proceeds of sale or intermediate income.

STIRLING, J., after referring to section 10 of the Judicature Act, 1875, which deals with the winding up of an insolvent company, and also to sections 9 and 168 of the Bankruptcy Act, 1883, as to a "secured creditor," and to rule 9 of schedule 2 to the Act, which provides that "if a secured creditor realizes his security, he may prove for the balance due to him, after deducting the net amount realized," said that if he were to treat the executors of Quartermaine as unsecured creditors at the time they came in

and proved in the winding up, because they had then realized their security, such a construction would be inconsistent with the terms of section 9, sub-section 2, of the Act. A creditor who had taken the benefit of the provisions in that clause, and had realized his security and afterwards came in to prove, must do so on the terms laid down in schedule 2, r. 9. His view on that point was supported by the case of *Ex parte Penfold* (4 De G. & Sm. 282). It was next to be considered how the balance mentioned in the rule was to be ascertained. His lordship then referred to rules 73-75 of the General Rules under the Bankruptcy Act, 1883, and to the following cases:—*Ex parte Badger* (4 Ves. 165), *Ex parte Ramsbottom* (2 Mont. & Ayr. 79), *Ex parte Penfold*, and *Re Sarin* (20 W. R. 1627, L. R. 7 Ch. App. 760), and said that *Re Sarin* seemed to be a distinct authority that the proceeds of sale could not be applied in payment of interest subsequent to the commencement of the winding up, as contended for by the executors. In argument on their behalf reliance had been placed on the case of *Re Tallott, King v. Chick* (37 W. R. 233, 39 Ch. D. 567), decided by North, J., in 1888. Unfortunately in that case *Re Sarin* was not cited, and his lordship was authorized by the learned judge to say that if it had been brought to his attention his decision would have been otherwise. With regard to the application of the income it appeared to his lordship that he was bound by the decisions in *Ex parte Ramsbottom* and *Ex parte Penfold*. He had made a search, but could not find that those cases had been overruled. He had also ascertained that they were still treated as binding authorities by the registrars in bankruptcy, and had been acted upon so recently as 1888. It seemed to his lordship, therefore, that Quartermaine's executors must be admitted to prove on terms similar to those contained in the order in *Ex parte Penfold*, namely, that in proving for the balance of their debt they were entitled to set off the income of the property accruing after the winding up against the interest upon the debt since the same period.—COUNSEL, Buckley, Q.C., and Abraham; Hastings, Q.C., and Le Breton. SOLICITORS, Lawrence, Waldron, & Webster; Lumley & Lumley.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

FITZGERALD'S TRUSTEE v. MELLERSH.—Chitty, J., 13th January.

MORTGAGE TO SECURE FUTURE ADVANCES—AD VALOREM STAMP TO A CERTAIN AMOUNT—FURTHER STAMPING AFTER EXECUTION—SECURITY RENDERED AVAILABLE FOR FULL AMOUNT—STAMP ACT, 1870 (33 & 34 VICT. c. 97), ss. 15, 107 (2).

This case raised a point as to the effect of the above sections of the Stamp Act, 1870, on a mortgage to secure future advances where the total amount advanced ultimately exceeded the amount covered by the original stamp. It was contended on behalf of the mortgagor's trustee in bankruptcy that the mortgagees could only treat themselves as secured creditors to the amount actually covered by the stamp according to section 107, sub-section 2, of the Act, and that the mortgage could not be rendered available for any higher amount, even if the Commissioners of Inland Revenue had jurisdiction under section 15 to stamp it to a further amount after execution.

CHITTY, J., said that in his opinion section 107, sub-section 2, was not an "express provision to the contrary" taking such a case out of section 15, and that consequently if a mortgage to secure a certain sum and future advances is stamped with an *ad valorem* stamp up to a certain amount it is competent for the Commissioners of Inland Revenue, acting under section 15, to stamp the deed for the proper amount for which it is ultimately sought to render the security available at any time after the execution of the deed.—COUNSEL, Byrne, Q.C., and Upjohn; Leet, Q.C., and Maskey. SOLICITORS, Ward, Perks, & McKay; J. P. Murrugh, for R. E. & T. B. Mellersh, Godalming.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Solicitors' Cases.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

JAN. 13.—CHARLES HENRY WADHAM (77, Finsbury-pavement).

THE CIRCUIT SYSTEM.

The following letter has been written by the secretary of the Gloucestershire and Wiltshire Law Society to the secretary of the Incorporated Law Society:—

Referring to your circular letter of the 14th of November last, inquiring the views of this society on the circuit system, having regard to the discussion on the subject at the annual provincial meeting at Plymouth in August last, I am desired by the committee of this society to state that they do not find in the report of the proceedings at Plymouth any proposals which appear to the committee to be sufficiently definite and comprehensive as a remedy for the evils complained of. The committee, however, entirely concur in the opinion expressed at the meeting that the present assize system, as regards civil business, involves a great waste of judicial power on the one hand, whilst affording on the other hand inadequate opportunities for trial. The district of this society does not comprise any one of the larger mercantile or commercial centres, and inasmuch as the circumstances and wants of those centres must necessarily form the most important consideration in formulating a new system, the committee feel that it would not be fitting that they should attempt that task. They therefore limit themselves to a consideration of suggestions already made. With reference to the proposal made at Plymouth, that the assizes should be held

at great centres only, which we understand to mean that two or more counties should be grouped into a district, and one place in that district appointed as the assize town, it is necessary in the first place to inquire whether it is proposed that all the civil business now dealt with at the assizes should be taken to the one district assize town. If so, the committee deem the proposal objectionable, because they think that it would so much increase the expense, and involve so much greater loss of time to suitors and witnesses, as to be inapplicable to all, except occasional cases of unusual importance. If provision were made for the trial locally of the ordinary run of cases now tried at the assizes, we should see no objection to the removal of the heavier cases for trial at some great centre, where the judges of the High Court could conveniently hold more continuous sittings. In that case, however, I should add that as regards the greater part of the counties of Gloucestershire and Wiltshire, it would be more convenient to try the exceptional cases referred to, in London, than at any provincial centre to which the district would be likely to be attached. The committee are clearly of opinion that the class of cases usually tried at the assizes in this district might be satisfactorily disposed of before a competent county court judge; and that the public interest would be served by substituting the frequent local sittings of such a judge for the periodical hurried visits of one of the High Court judges. The committee would, however, strongly object to the mere enlargement of the county court jurisdiction. Neither the procedure of the county courts nor the scale of costs in those courts is adequate even as regards many of the cases already brought within their jurisdiction, and the grievance would be intensified if the jurisdiction were further enlarged. The jury system in the county courts and the heavy court fees are additional grounds for objecting to a proposal for bringing the present assize business into those courts. It does not seem to the committee that it would be possible to combine in one procedure suitable provision for the class of business now under consideration, with the simple and inartificial arrangements fit for the collection of small debts. It may be that the establishment of district courts, constituted as branches of the High Court, would be the best mode of effecting the desired change, attaching to those courts the more important business imposed in recent years upon the county courts, and limiting the latter to the class of business for which they were established, and for which their procedure is suitable. The committee do not venture to express an opinion on this point until they have an opportunity of seeing a formulated scheme for the purpose. They understand that a draft Bill suggested by Mr. Pitt Lewis was circulated at Plymouth, which proposes to make the county court branches of the High Court, with unlimited jurisdiction, but retaining the county court procedure. To such a proposal the committee would be strongly opposed, for the reasons already stated. I should explain that the expression "a competent county court judge" used above, is used as indicating the feeling of the committee, that no change would be acceptable which involved the trial of assize cases before district judges, unless those judges possess higher judicial qualifications than those which in some instances have been found upon the county court bench. The best test of fitness the committee think would be that the district judges should be men who could properly be made eligible for promotion to the High Court bench in London.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst.: Mr. W. Beriah Brook in the chair. The other directors present were Messrs. H. Morten Cotton, R. W. Tweedie, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £235 was distributed in grants of relief; three new members were admitted to the association; and other general business was transacted.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

HILARY EXAMINATION, 1892.

General examination of students of the Inns of Court, held at Lincoln's-inn Hall, 14th, 15th, 16th, 17th, 18th, and 19th December, 1891.

The following students passed a satisfactory examination in Roman law:—Archibald John Thomas Francis Aitchison, Edward Thompson Allen, Francis Pritchett Badham, Ralph Bismarck Barsdorf, Albemarle Osmond Bertie, Walter Spoor Brindle, Walter John Barnard Byles, Arthur Thomas Bonham Carter, Harold Cyril Palmer Castle, Octavius Francis Christie, Framrose Muncherji Dadda, Anthony Noel Denny, Ernest Henry Ford, Augustus Peere Williams Freeman, Francis Cadell Garrick, James Muir Hamilton, Samuel Hugh Franklin Hole, Syed Khelajet Hussain, Arnold Inman, John Henry Joyce, Shapurji Aspaniarji Kapadia, Frederick Francis Liddell, Charles Godfrey Somerville McAlester, John Clements Waterhouse Madden, Pattinaraipatt Kelunni Nambyar, William Robert Wellesley Peel, Arthur Reginald Pennington, Robert Burton Pymont, Charles Edward Macintosh Russell, Emmanuel Stephen Schillizzi, James Anwyll Theobald, Power Mash Le Poer Trench, Herbert Turner, and Robert Garmondsway Wrightson, of the Inner Temple; Frederick William Barry, Alfred Ridley Bax, Ernest Belpont Bax, William Bowstead, James Drysdale Brown, Edmund Arthur Eagle, William Butler, Harry

Alfred Butt, Frederick Duke Chambers, Notini Mohan Chatterje, Edmund William Clark, Francis Aubrey Clarke, Arthur Colville, John Charles Fitzmaurice Finn, John Anthony Hawke, John Waller Hills, Syed Nehal Hussain, Henry William Howard Knott, Francis Andrew Lamb, Geoffrey Lionel Milward, Henry Clement Musenden, Melville McCulloch Grieve Neill, James Bertrand de Vinchelez Payen-Payne, Frederick James Endell Powles, John Bourman Sealy, Framrose Muncherji Sethna, William Henry Shawcross, Nugent Charles Simmer, George O'Donnell Walton, and William Martin Wood, of the Middle Temple; Richard Bacon, William Hepburn Cozens-Hardy, William Rowley Elliston, William Richardson Finch, Richard Henry Hodge, Douglas Emerson David Lewis, Lewis Nood, Ramsinhji, Ernest Charles Ryland, Reginald Wynne Simpson, Thakoor Bhawanee Singh, and Owen Thompson, of Lincoln's-inn; and Francis Coningsby Hannam Clarke, Richard Storry Deans, and Muriel Lal Taitir, of Gray's-inn, Esqs.

The Council of Legal Education have awarded to Richard William Leage, of the Inner Temple, a studentship in jurisprudence and Roman law of one hundred guineas, to continue for a period of two years; to Manmohan Lal Agarwala, of Gray's-inn, and John Shuckburgh Risley, of the Inner Temple, studentships in jurisprudence and Roman law of fifty guineas, to continue for a period of two years; and to Edward Ellershaw, of the Middle Temple, and Reginald Hath Long-Innes, of Lincoln's-inn, studentships in jurisprudence and Roman law of one hundred guineas, for one year.

The council have also awarded to the following students certificates that they have satisfactorily passed a public examination:—Motiram Showkiram Advani, Percy Barlow, Thomas Reeves Blakeley, Robert Rawnsley Bowles, Bertram Charles Brough, Charles Felix Algernon Stratford Canning, Henry Boyd Carpenter, John Correia, Herbert James Craig, Norman Carlyle Craig, Stuart Deacon, William Frederic Ludlow DeQuetteville, Alfred George Earl, James Ashton Fairhurst, William Vere Reeve Fane, Malcolm George Fleming, Robert Henry Forster, Balthazar Stephen Sargent Foster, Arthur Gee, Bertram Robert Gibson, William Hugh Gorringe, Harprasad Singh Gour, James William Herschell Gully, Mahmood Hasan, Philip Joseph Gutierrez Henriques, William Frederick Sanford Hodgson, Alfred Richardson Holdship, Arthur Hudson, Robert Scott Hunter, Richard England Jackson, Horace Maxwell Johnson, Richard John Lawrence, Daniel Logan, Sidney James Mark Low, Thomas Frank Marshall, Arthur Adair Masey, Henry Edward Melville, Herbert Stuart Moore, Charles Herbert Mullins, Michael Joseph Bernard Murphy, Anthony Benedict Joseph Norris, Bernard Perks, Ernest James Phelps, John Plews, Allen Henry Powles, Percy Clifford Probyn, Edward Pryce-Jones, Alexander Panmure Oswald Ramsay, Joseph Randolph Randolph, Harold James Beckitt, Howard Comber St. George, Enrique Solano, William Briggs Thompson, Bernard Wicks, Graham Lionel John Wilson, Aubrey Francis Wootton Wootton, and James James Wright, of the Inner Temple; Mahtabuddin Ahmad, Edwin Allen Beven, Abholastrackristna Chakravarti, Hugh Chisholm, Ferrar Reginald Mostyn Cleaver, Charles Vandeleur Creagh, Arthur John Sutherland Darwood, Hugh Charles Sowerby Dumas, Peary Chand Dutt, George Langford Gibson, Alfred Charles Glover, Felix Henry Valentine Gottlieb, Davis Lewis Harris, Cyril Vyvyan Hawksford, John Richard Holmes, Sultan Sayyid Saadat Hosain, Mohamed Nujmul Huda, Seth Parsick Joaquim, John Daniel Andrew Johnson, Mancherji Kharsedji Lalkaka, Tudor Lay, Walter Kennedy McDougall, John Harold Marston, Emile Henry Monnier, Rafuiddin Ahmad Mouli, Bapooobhai Jadavarai Mozmoondar, John Nisbet, Horace James Norton, Samuel Pope, Edward John Rooke Surridge, Wilfrid Jadowin Swarics, Thomas Sherren Whittaker, and Harry Wilkins, of the Middle Temple; Henry Beechey, Rowland Thomas Mortimer Berkeley, Edward James Morgan Chaplin, Ward Coldridge, Arthur Dickson, Frederick Alexander Durham, Edward Howard Percy Humphreys, Frederick Trentham Maw, George Turner Miller, Belal Ahmed Mohamed Raof, Herbert John Simmonds, and Waey Sterry, of Lincoln's-inn; Charles Ernest St. John Branch, Alexander Kelly Cook, William Durie, Winford Blache Fraser, Arthur George Launcelot Hendry, George Rhodes, and John Christopher Shorunkh Sawyerr, of Gray's-inn, Esqs.

DECEMBER EXAMINATION, 1891.

On the subjects of the lectures of the professors of the Inns of Court, held at Lincoln's-inn Hall, 21st and 22nd December, 1891.

The Council of Legal Education have awarded the following prizes to the undermentioned students:—

Roman Law, Jurisprudence, Constitutional Law and Legal History, and Public International Law.—Edward Ellershaw, of the Middle Temple, a prize of £50; Michael James Farrelly, of the Middle Temple, a prize of £25; Ananias Henry Nash, of the Middle Temple, a prize of £15; Motiram Showkiram Advani, of the Inner Temple, a prize of £10.

Equity.—Edward Clarence Jackman, of the Middle Temple, a prize of £25; Thomas Henning Parr, of the Inner Temple, a prize of £15; Herbert John Simmonds, of Lincoln's-inn, a prize of £10.

Common Law.—William James Isbister, of the Inner Temple, a prize of £50; Edward William Wakefield, of the Inner Temple, a prize of £15.

The Law of Real and Personal Property.—Frederick William Bartlett, of the Middle Temple, a prize of £50; Anthony Maxwell, of the Middle Temple, a prize of £25; Eruley Robertson Hay Blackwell, of the Inner Temple, a prize of £15.

The Council have also awarded to the students who obtained the greatest aggregate number of marks in the subjects of the lectures given by two of the professors—viz., in

Equity and Common Law.—Greenidge Elliott, of the Middle Temple, a prize of £70; Alan Frederick Hogg, of the Inner Temple, a prize of £30.

LEGAL NEWS.

APPOINTMENTS.

Mr. WILLIAM EATON, B.A. (of the firm of Messrs. Earle, Sons, & Co.), solicitor, of 54, Brown-street, Manchester, has been appointed a Notary Public for Manchester and district.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

THOMAS COLBORNE, JOHN EDWARD WARD, and GEORGE FRANCIS COLBORNE, solicitors, Newport and Ebbw Vale, Monmouth (Colborne, Ward, & Colborne) Dec. 31. The said John Edward Ward and George Francis Colborne will continue to carry on the business in partnership under the same style.

JAMES KEMPTHORNE and LEWIS JOHN KEMPTHORNE, solicitors, Neath (Kempthorne & Sons). Jan. 1. In future the business will be carried on at the same place by Lewis John Kempthorne and Frederick Howel Kempthorne, under the style or firm of Kempthornes.

[Gazette, Jan. 8.

EDWARD WILLIAM BEAL, HENRY WESTERN PAGE PHILLIPS, and FRANCIS BLAKE LASCHELLES HERBERT BEAL, solicitors, 49, Finsbury-pavement, London, and at St. Albans. Dec. 31.

ALBERT HOOKER, MARK NOBLE BUTTANSHAW, CARTER THUNDER, and GEORGE CHARLES HUGHES, solicitors, 26, Budge-row, London (Hughes, Hooker, & Co.). Dec. 31. So far as concerns the said Carter Thunder.

JOSHUA FEARNSIDE SINCLAIR and ARTHUR HOLMES, solicitors, Bradford, Otley, and Shipley (Fawcett, Sinclair, & Holmes). Dec. 31.

[Gazette, Jan. 12.

GENERAL.

The Times says that probate duty has been paid on £96,823 19s. as the value of the personal estate of Mr. Theodore Waterhouse, of New-court, Lincoln's-inn, solicitor, who died on the 30th of November last, aged fifty-three years, at St. George's, Bournemouth.

The Dublin Express says:—It is stated that the judges of the High Court are far from being unanimous in desiring to be created knights. More than one eminent member of the bench is anxious that matters should remain as they have been since the reign of James I. No Irish judge has accepted knighthood since that time. In 1867 the question was raised; but on some of the judges objecting the Crown did not confer knighthood on any of their body. The question has now been raised in consequence of the precedence accorded at the Viceregal Court to the wives of Companions of the Bath. Nearly all the judges take precedence, as Privy Counsellors, of baronets and all orders of knighthood; but their wives have, according to "Burke," no precedence over the wives of "esquires and gentlemen."

At the Guildhall sittings on Wednesday, Mr. Justice Day, replying to Mr. Kennedy, Q.C., who asked that the case of *Thin and Others v. Richards* might stand over until Friday, and then be taken without a jury, said he thought the Guildhall sittings would prosper better and be more satisfactory if they had a greater force of judges in the disposition of London business. He happened to be a believer in the great importance of having the cases tried in the places where they really originated, and therefore he was in favour of the venue in the old sense. But there were only two judges here at the outside for only one short month, and having regard to the character of the cases to be tried in the City of London, and the sample of the business that had come before him, he thought two judges would have great difficulty in doing very much in a fortnight. Under these circumstances he did not think they ought to try causes without juries, and that the better course would be to send the case over to Middlesex, where it would be taken in the ordinary course. He had no wish to shrink from the trial of any cause, but he thought they ought to be as useful as possible in the administration of justice in the City whilst they were sitting.

The legal profession in England, says the *Evening Standard*, which has long been distinguished from that in many Continental countries by being divided into two distinct branches, has shown no great disposition to listen to the arguments that are urged in favour of the abolition of this distinction. But some of our Colonies, old and new, have shown that they have no prepossessions in favour of the English system; and thus we find that in the United States and elsewhere the difference between the barristers and attorneys or solicitors has been removed. The last of our Colonies to abolish the distinction between the higher and the lower branches of the profession is Victoria. The Act recently passed by the Melbourne Parliament for this purpose does not, however, by any means find universal favour among the members of the Victorian Bar. In fact a bar association has, we are told, been formed in Melbourne, with the object of "boycotting" professional men who avail themselves of the provisions of the Act amalgamating the two branches of the legal profession. While the barristers of Victoria are mainly against the new law, the solicitors are all in favour of it, and they have strongly protested against the action of the boycotters. Even the Chamber of Commerce has been moved to pass a formal vote of censure on the action of the barristers. What the upshot of it all will be remains to be seen. But the conditions of life in new

countries like the Australian Colonies render it pretty certain that the amalgamation of the lower and higher branches of the profession there, as in America, will, ere long, be an accomplished fact.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Jan. 18	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday 19	Farmer	Ward	Beal
Wednesday 20	Rolt	Pemberton	Pugh
Thursday 21	Farmer	Ward	Beal
Friday 22	Rolt	Pemberton	Pugh
Saturday 23	Farmer	Ward	Beal
Monday, Jan. 18	Mr. Justice STIRLING.	Mr. Justice KEEWICH.	Mr. Justice HOMER.
Tuesday 19	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Wednesday 20	Leach	Jackson	Carrington
Thursday 21	Godfrey	Clowes	Lavie
Friday 22	Leach	Jackson	Carrington
Saturday 23	Godfrey	Clowes	Lavie
	Leach	Jackson	Carrington

HILARY SITTINGS, 1892.

COURT OF APPEAL.

APPEAL COURT, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.

Mon., Mar. 7	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots and Q B final appeals if required
Tuesday 8	Q B final apps
Wed. 9	Q B final apps
Thursday 10	Bkcy apps and Q B final apps
Friday 11	Bkcy apps and Q B final apps
Saturday 12	Q B final apps
Monday 14	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots and Q B final apps if re- quired
Tuesday 15	Q B final apps
Wed. 16	Q B final apps
Thursday 17	Bkcy apps and Q B final apps
Friday 18	Bkcy apps and Q B final apps
Saturday 19	Q B final apps
Monday 21	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots and Q B final apps if re- quired
Tuesday 22	Q B final apps
Wed. 23	Q B final apps
Thursday 24	Bkcy apps and Q B final apps
Friday 25	Bkcy apps and Q B final apps
Saturday 26	Q B final apps
Monday 28	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots and Q B final apps if re- quired
Tuesday 29	Q B final apps
Wed. 30	Q B final apps
Thursday 31	Bkcy apps and Q B final apps
Fri., April 1	Bkcy apps and Q B final apps
Saturday 2	Q B final apps
Monday 4	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots and Q B final apps if re- quired
Tuesday 5	Q B final apps
Wed. 6	Q B final apps
Thursday 7	Bkcy apps and Q B final apps
Friday 8	Bkcy apps and Q B final apps
Saturday 9	Q B final apps
Monday 11	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots and Q B final appeals if required
Tuesday 12	Q B final apps
Wed. 13	Q B final apps

N.B.—Admiralty Appeals (with Assessors) will be taken on days to be appointed by the court.

SPECIAL NOTICE.—The Queen's Bench final appeals will be taken as stated in the above order of business, but subject to the New Trial Papers, which will be taken in alternate weeks, commencing Monday, Jan. 18, until the New Trial Paper is disposed of, in which case Q. B. Final Appeals will be taken every week.

APPEAL COURT, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Mon., Mar. 7	Chan final apps
Tuesday 8	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Wed. 9	Chan final apps
Thursday 10	Chan final apps
Friday 11	Chan final apps
Saturday 12	Chan final apps
Monday 14	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Tuesday 15	Chan final apps
Wed. 16	Chan final apps
Thursday 17	Chan final apps
Friday 18	Chan final apps
Saturday 19	Chan final apps
Monday 21	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Tuesday 22	Chan final apps
Wed. 23	Chan final apps
Thursday 24	Chan final apps
Friday 25	Chan final apps
Saturday 26	Chan final apps
Monday 28	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Tuesday 29	Chan final apps
Wed. 30	Chan final apps
Thursday 31	Chan final apps
Fri., April 1	Chan final apps
Saturday 2	Chan final apps
Monday 4	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Tuesday 5	Chan final apps
Wed. 6	Chan final apps
Thursday 7	County Palatine apps (if any) and Chan final apps
Friday 8	Chan final apps
Saturday 9	Chan final apps
Monday 11	Chan final apps
Tuesday 12	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Wed. 13	Chan final apps
Thursday 14	Chan final apps
Friday 15	Chan final apps
Saturday 16	Chan final apps
Monday 18	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Tuesday 19	Chan final apps
Wed. 20	Chan final apps
Thursday 21	Chan final apps
Friday 22	Chan final apps
Saturday 23	Chan final apps
Monday 25	App motns ex pte—ordl mots—apps from ordl made on interlocutory mots (sep list) and Chan final apps if required
Tuesday 26	Chan final apps
Wed. 27	Chan final apps
Thursday 28	Chan final apps
Friday 29	Chan final apps
Saturday 30	Chan final apps
Monday 31	Chan final apps

N.B.—Lancashire Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT, I.

MR. JUSTICE CHITTY.

Mon., Mar. 7	Sitting in chambers
Tuesday 8	Nom wit list
Wednesday 9	Nom wit list
Thursday 10	Nom wit list
Friday 11	Mots and non wit list Pets, shi caus, procedure sums, apposed pets, and non wit list
Saturday 12	Sitting in chambers
Monday 14	Sitting in chambers

Tuesday ..15	Non wit list
Wed.16	
Thursday ..17	
Friday ..18	Mots and non wit list
Saturday ..19	Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday ..21	Sitting in chambers
Tuesday ..22	
Wednesday ..23	Non wit list
Thursday ..24	
Friday ..25	Mots and non wit list
Saturday ..26	Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday ..28	Sitting in chambers
Tuesday ..29	
Wednesday 30	Non wit list
Thursday ..31	
Fri., April 1	Mots and non wit list
Saturday ..2	Pets, sht caus, opposed sums, procedure sums, and non wit list
Monday ..4	Sitting in chambers
Tuesday ..5	
Wednesday 6	Non wit list
Thursday ..7	
Friday ..8	Mots and non wit list
Saturday ..9	Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday ..11	Sitting in chambers
Tuesday ..12	Non wit list
Wed.13	Remaining mots & non wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—In the weeks when non-witness actions are taken, further considerations will be taken on Tuesdays. In the weeks when witness actions are taken, further considerations will not be taken on Tuesdays, but may be taken on Saturdays.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

CHANCERY COURT, II. MR. JUSTICE NORTH.

Mon., Mar. 7	Sitting in chambers
Tuesday ..8	
Wed.9	General paper
Thursday ..10	
Friday ..11	Mots and adj sums
Saturday ..12	Sht caus, pets, and adj sum
Monday ..14	Sitting in chambers
Tuesday ..15	General paper
Wed.16	
Thursday ..17	Mots and adj sums
Friday ..18	Sht caus, pets, and adj sum
Saturday ..19	Sitting in chambers
Monday ..21	Sitting in chambers
Tuesday ..22	General paper
Wed.23	
Thursday ..24	

QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1892.

SPECIAL PAPER.

For Argument.

1891.

Set down 29 Oct, due 3 Nov	J R Pakeman	In re an Arbtr between Knight & The Tabernacle Bldg Soc	Special case	S O until after the decision of the House of Lords
Set down 3 Nov, due 10 Nov	Page & Scorer	Woolley & anr v Broad	Special case	
Set down 14 Nov, due 19 Nov	Brandons	Braun & Co v Chatteris & anr	Points of law	
Set down 23 Nov, due 1 Dec	Russell, Cooke, & Co	Page & ors v Kettering	Water Works Co	Special case
Set down 28 Nov, due 4 Dec	Lowless & Co	Dunlop & Sons v Balfour,	Williamson & Co	Points of law
Set down 11 Dec, due 16 Dec	Bompas & Co	De Sousa v British South	Africa Co	Points of law
Set down 11 Dec, due 16 Dec	Bompas & Co	Companhia de Mocambique & ors v British South Africa Co	Points of law	
Set down 22 Dec, due 11 Jan, 1892	Paterson & Co	Wood & ors v Head-ingley Burial Board	Special case	

OPPOSED MOTIONS.

For Judgment.

Pallister v Bolekow, Vaughan, & Co heard Nov 30 before the Lord Chief Justice of England & Mr Justice Mathew

Friday ..25	Mots and adj sums
Saturday ..26	Sht caus, pets, and adj sum
Monday ..28	Sitting in chambers
Tuesday ..29	
Wed.30	General paper
Thursday ..31	
Fri., April 1	Mots and adj sums
Saturday ..2	Sht caus, pets, and adj sum
Monday ..4	Sitting in chambers
Tuesday ..5	
Wed.6	General paper
Thursday ..7	
Friday ..8	Mots and adj sums
Saturday ..9	Sht caus, pets, & adj sums
Monday ..11	Sitting in chambers
Tuesday ..12	General paper
Wed.13	Mots and adj sums

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper.

LORD CHANCELLOR'S COURT.

MR. JUSTICE STERLING.

Mon., Mar. 7	Sitting in chambers
Tuesday ..8	
Wed.9	General paper
Thursday ..10	
Friday ..11	Mots, adj sums, and gen pa
Saturday ..12	Sht caus, pets, adj sums, and gen pa
Monday ..14	Sitting in chambers
Tuesday ..15	General paper
Thursday ..17	
Friday ..18	Mots, adj sums, and gen pa
Saturday ..19	Sht caus, pets, adj sums, and gen pa
Monday ..21	Sitting in chambers
Tuesday ..22	General paper
Wed.23	
Thursday ..24	Mots, adj sums, and gen pa
Friday ..25	Sht caus, pets, adj sums, and gen pa
Monday ..28	Sitting in chambers
Tuesday ..29	General paper
Wed.30	
Thursday ..31	
Fri., April 1	Mots, adj sums, and gen pa
Saturday ..2	Sht caus, pets, adj sums, and gen pa
Monday ..4	Sitting in chambers
Tuesday ..5	General paper
Wed.6	
Thursday ..7	
Friday ..8	Mots, adj sums, and gen pa
Saturday ..9	Sht caus, pets, adj sums, and gen pa
Monday ..11	Sitting in chambers
Tuesday ..12	General paper
Wed.13	Mots, adj sums, and gen pa

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

For Argument.

The Bank of Vera Cruz Id v Hope	part heard Nov 4 before the Lord Chief Justice of England & Mr Justice Wright (S O until Chancery action decided)
Payne v Hawkins	
Same v Same	part heard Nov 12 before the Lord Chief Justice of England & Mr Justice Wright (S O until Chancery act decided)
Gregoropoulos v Papayanni & anr	part heard Nov 4 before Mr Justice Day & Mr Justice Grantham (S O until after question of accord and satisfaction decided)
Crisford v West Lancashire Ry Co	Same v Same con by order July 23 (S O until after trial of issue)
In re a Solr v Expte Incorporated Law Soc	
Walters v Levick	
Thompson v The Great Western Ry Co	
Chamerson & anr v Jones (S O Jan 14)	
In re a Solr Expte The Incorporated Law Soc	
In re the Housing of the Working Classes Act, 1890	Expte Stevenson & ors
The Ottomann Paper Manufacturing Co, Id v Cox	
Cox v Colmer	
Tassell & anr v Hallen & ors	
Kenworthy v The Queen's Insee Co	
The Central Queensland Meat Export Co, Id v Gallop	
Earl of Mexborough v Pigg	
Woodthorpe v Coales	
Mc Lean Bros & anr v Jones & Co	
Bull & anr v The Victoria Graving Dock Co & ors	
Sedgley v Paddey	
Same v Same	
Griendtsveen Co v Hamlyn & Co	
In re an Arbtr between the Northern Marine Engineering Co, Id & The	Norman Steam Shipping Co, Id
Ryley v Master	
The Sheba Gold Mining Co, Id v Trubshawe	
In re a Solr Expte The Incorporated Law Soc	
The Wilts & Dorset Banking Co, Id v W Crocker	
Blumson v Flanders	
Emanuel v Soltykoff	
The Kilbourn Refrigerating Machine Co, Id v Nelson & Son	
Samman v Bennett	
The Stamford, Spalding, & Boston Banking Co, Id v Bellamy	
Cooper v Griffin	
In re a Solr Expte The Incorporated Law Soc	
Burton v War Ordinance Syndicate, Id	
Porter & Co v Link	
In re a Solr Expte The Incorporated Law Soc	
Wilding v Moullin	
Hawkes & Co v Miller	
Fowler v Mayne	
Barrett & Elers, Id v Garcia	
Meyer v Reimann Bros	
Greenaway v Pocock & ors	
In re an Arbtr between Gough & the Mayor, &c, of the City of Liverpool	
In re an Arbtr between Fitzgerald & Cruickshank	
Guy v Walker	
Carr v Smallwood	
In re a Solr	
Munday v Norton	
Faulks v Popplewell	
Castell & Brown v Hobson	
Palmer v Palmer	
Neyroud v Lynch & Co	
In re an Arbtr between Houlder, Bros & Co & Bowen	
Gullick v Roper, Curzon, & anr	
Jameson v New Founders Shares Syndicate, Id	urgent
Brougham v Perry	
The New Zealand Shipping Co, Id v Tyser & Co	
Jones v Farusworth	
Swift & Co v Cohen	
Pollock v Sharpe & ors	
Todman v Cronmire	
Crisford v Holden	

CROWN PAPER.

For Judgment.

West Ham Churchwardens, &c, of the Parish of West Ham v Fourth City Mutual Building & Investment Soc & anr Magistrate's case (c a v Nov 11, 1891, cor Justices Mathew & Smith)

Essex Fourth City Mutual Building & Investment Soc v Churchwardens, &c, of the Parish of East Ham Magistrate's case (c a v Nov 17, 1891, cor Justices Mathew & Smith)

For Argument.

Surrey, Kingston Wimbledon Local Board v Underwood (Simmons, clmt) county court Clmt's app (S O till judgt in House of Lords in Woodward v Heseltime)

Middlesex, Shoreditch Meek v Witherington County Court Plntf's app

London The Queen v Tyler & ors (expte Noton) app from Judge in Chambers as to taxation

Glamorganshire, Pontypridd Williams & anr v Jenkins County Court Dft's app

Surrey, Wandsworth Rawlings v Carpenter & anr County Court Plt's app
 Worcester George v Bellers Magistrate's case
 Kent, Bromley Kick v Dockrell (Dockrell, clmt) County Court Plt's app
 Yorkshire, Leeds Danish Dairies Co-operative Soc v Midland Ry Co County Court defts' app
 Montgomeryshire The Queen v Bayard Nisi for new trial
 Same The Queen v Jones, Esq & ors, Jj, &c (expte Ellison) Nisi for mandamus to hear application of licence
 Durham Spark v McDonald & anr Magistrate's case
 Same Same v Same Magistrate's case
 Met Pol Dist The Queen v Plowden, Esq, Met Pol Mag & anr (expte Smith) Nisi to state case
 London Sayer v London Street Trams Co Mayor's Court defts' app
 Met Pol Dist Wandsworth Board of Works v Bird Magistrate's case
 Northumberland The Queen v Head, Esq, & ors, Jj, &c, and Alexander (expte Grieves) Nisi to hear complaint
 Somersetshire The Queen v Rogers, Esq, & anr Jj, &c (expte Dyke) Nisi for certiorari for order of renewal of licence
 Surrey, Croydon Erwin v Collins & anr County Court pltf's app
 Glamorganshire The Queen v Jj's of Glamorgan (expte Applegate) Nisi for mandamus to hear appeal
 Same The Queen v Same (expte Evans) Nisi for mandamus to hear app
 Surrey, Lambeth Durrant & anr v Cloake County Court plts' app
 London The Queen v Dutton Nisi to quash coroner's order
 Middlesex, Clerkenwell Browne v Stern & anr County Court dfts' app
 Durham, Sunderland Lamb v Marshall County Court dft's app
 Brecknockshire, Builth Sharpe v David & ors County Court plt's app
 Met Pol Dist The Queen v Lushington, Esq, Met Pol Mag & Tunbridge (expte Young) Nisi to state case
 London Cook v Gordon County Court dft's app
 Middlesex, Bloomsbury Brown & anr v Rooke County Court plts' app
 Met Pol Dist The Queen v Bros, Esq, Met Pol Mag & Messrs Pearce and Heatley Nisi to state case County Council
 Durham, Stockton on Tees and Middlesborough Langburn v Robinson County Court defts' appeal
 Kent, Rochester Goodwin v Brooke County Court defts' app
 London Williams v Taperill & anr Mayor's Court pltf's app
 Norfolk Jackson v Copland App from Chambers prohibition
 Lancashire, Ashton-under-Lyne Brannigan v Robinson County Court defts' app
 Staffordshire The Queen v Rt Hon Baron Hatherton & ors Jj, &c, Licensing Jj's for Penkridge Div (expte Adams) Nisi for mandamus to hear application for licence
 London Binks v India Rubber, &c. Co County Court pltf's app
 Nottinghamshire Garforth v Essam Magistrate's case
 Met Pol Dist The Queen v Newton, Esq, Met Pol Mag and Eighhurst & ors (expte Brads & anr) Nisi for warrant
 Flintshire Connah v McWalter Magistrate's case
 Somersetshire The Queen v H C Henley & ors Jj, &c & Hutchins (expte Small) Nisi for certiorari for conviction
 Kent, Hastings Foster v Reeves County Court Defts' app
 Lancashire Grundy v Horwich Local Board of Health Magistrate's case
 Gloucestershire, Bristol Clements v Clements & anr County Court Dft's app
 Kent, Greenwich Braun v Sharpe (Hills, clmt) County Court plt's app
 Essex, Colchester Clark v Phillips & anr County Court Dft's app
 Yorkshire, Keighley Wallbank & Wife v Weatherhead & Wife County Court Plt's app
 Staffordshire Knight v Stanfield Magistrate's case
 Durham The Queen v Mayor, &c, of South Shields (expte Nelson) Nisi for mandamus to give notice as to streets
 Kent London County Council v Churchwardens, &c of Erith & ors Order of Sessions Appellants' nisi to quash
 Brecknockshire The Queen v Overseers of Llangynider (expte Llangynider School Board) Nisi for mandamus to pay amount of precept
 Staffordshire, West Bromwich Willetts v Watts & Co County Court Dft's app
 London Goodrum v Tyser Line Id Mayor's Court Plt's app
 Met Pol Dist Brown v Foot Magistrate's case
 Lincolnshire, Parts of Holland The Queen v Jj's for Parts of Holland and HM Commissioners of Sewers (expte Thompson) Nisi to state special case
 Cumberland, Whitehaven Woods v Carron Iron Ore Co County Court defts' app
 Surrey, Chertsey The Queen v Judge of County Court at Chertsey and Wells (expte Noakes) Nisi to hear, &c
 Leicestershire, Lutterworth Moore v Red, White and Blue Friendly Soc County Court defts' app
 Harrogate Warr v Guillaume, Touche, and anr Magistrate's case
 Met Pol Dist London County Council v Edmondson & Son Magistrate's case
 Glamorganshire Swansea Improvements and Trams Co v Swansea Urban Sanitary Authority Quarter Sessions Special case Public Health Act, 1875
 Hull Stokell v Baldwin Magistrate's case
 Staffordshire, Walsall Claridge v South Staffordshire Tram Co County Court plt's app
 Hartlepool Wheat v Brown Magistrate's case
 Middlesex, Clerkenwell Ramsay Bros v Tunstall County Court Plts' app

Glamorganshire, Aberdare Berry v Hopkins & Wife County Court defts' app
 Staffordshire, West Bromwich Bayliss & Wife v Morris County Court defts' app
 Cheshire, Birkenhead Tomlinson v Shropshire Union Rys & Canal Co county court Defendants' appeal
 London Foster v London Street Trams Co Mayor's court Defendants' appeal
 Monmouthshire, Tredegar Jones v Jenkins county court Defendant's appeal
 Monmouthshire, Newport Crocker v Knight county court Prohibition Defendant's appeal
 Staffordshire, Walsall Claridge v South Staffordshire Trams Co county court Defendants' appeal
 Essex The Queen v Tottenham and Forest Gate Ry Co (expte Elves) Nisi for mandamus to assess compensation
 Lancashire, Bootle Ismay, Imrie, & Co v Blake Magistrate's case
 Middlesex The Queen v Overseers, &c, of Paddington (expte Coote) Nisi for certiorari for valuation list
 Same The Queen v Assessment Committee, &c, of Paddington (expte Coote) Nisi for mandamus to hear, &c, objection to valuation list
 Lancashire The Queen v Orrell Local Board of Health (expte Mayor, &c, of Wigan) Nisi for mandamus to make rate, &c
 Same Patterson v Chamber Colliery Co magistrate's case
 Middlesex, Marylebone King v Stewart & ors county court plt's appeal
 Carnarvonshire The Queen v Llandudno Improvement Commrs nisi for mandamus to approve plans
 Surrey The Queen v Greenwell nisi for certiorari for indictment and change of venue
 Kent The Queen v Sheerness Local Board (expte Drake & ors) nisi for mandamus to levy rate
 Bedfordshire, Bedford Hulatt v Turney county court defts' appeal
 Devonshire, Barnstaple Parish v Edwards county court defts' appeal
 London Orridge & Co v Patman & Co county court defts' appeal
 Same The Queen v Vestry, &c, of St George the Martyr, Southwark (expte Casson) nisi for mandamus to make rate
 Middlesex, Shoreditch Mawson & Wife v Melville county court plt's appeal
 Anglesey The Queen v Justices for the County of Anglesey (expte Williams & anr) nisi for certiorari for orders
 Same The Queen v Same (expte Williams & anr) nisi for mandamus to enter continuances and hear appeal
 Huntingdonshire, Huntingdon Middleton v Galloway & Co County Court defts' app
 Oxfordshire The Queen v The Justices for the County of Oxford & ors (expte Parker) Nisi for certiorari for orders
 Same The Queen v The Justices for the County of Oxford (expte Parker) Nisi for mandamus
 South Shields Bell v Chubbs Magistrate's case
 Middlesex, Westminster Mawer & Stephenson v Ellice County Court plts' app
 London Hunt v Mowlem & Co County Court defts' app
 Surrey, Chertsey Hewitt & anr v Fladgate County Court plt's app
 Middlesex, Clerkenwell Quatromini v Passera & anr County Court plt's app
 Buckingham, High Wycombe Kilpin v Ratley (Ratley, clmt) County Court plt's app
 Northumberland, Newcastle Cumming & Co v Hamilton Countyour defts' app
 Middlesex, Shoreditch Balls v Cole County Court plt's app
 Middlesex, Westminster Ramsay v White & Co County Court defts' app
 Yorkshire, Kingston-upon Hull Williamson & ors v Benson & ors County Court defts' app
 Derbyshire, Derby Beatson v Cohen County Court defts' app
 Surrey, Lambeth Fox v Pankhurst County Court plt's app
 Hampshire, Winchester Blunden v Firbank County Court defts' app
 Middlesex, Clerkenwell Locke v Heath (Heath, clmt) County Court clmt's app
 Middlesex, Brompton Milner & Wife v Skeate County Court defts' app
 Cumberland The Queen v Horrocks, Esq, & ors, Jj, &c, and Johnston (expte Rule & anr) Nisi to state case
 Central Criminal Court The Queen v Gilbert Nisi for certiorari for indictment at instance of deft
 London The Queen v Lord Mayor, &c, of London & anr (expte Groos) Nisi for prohibition
 Bristol The Queen v Thomas, Esq, & ors, Licensing Jj's, &c (expte Kelland) Nisi for mandamus to hear application
 Monmouthshire The Queen v Byrde & ors, Licensing Jj's, &c (expte Price) Nisi to state case
 Yorkshire (W R) Hewson v Gamble magistrate's case
 Southport Mayor, &c, of Borough of Southport v Assessment Committee of Ormskirk Union and Overseers of Township of Birkdale Quarter Sessions Special case, 12 & 13 Vic, c 45, s 11
 Sheffield The Queen v The Mayor, &c, of Sheffield & ors (expte Taylor) Nisi for certiorari for order of Town Council
 Yorkshire (W R) The Queen v Justices of West Riding of York & ors (expte Taylor) Thornton's case Nisi for certiorari for Order of Sessions
 Same v The Queen Same (Platten's case) Nisi for certiorari for Order of Sessions
 Berwick-upon-Tweed Bath Union v Berwick-upon-Tweed Union Order of Sessions and case Appellants' nisi to quash

Middlesex, Clerkenwell *Louis v Hellings* (Hellings & ors clmts) County Court Claimant Hellings's appeal
 Devonshire County Council of Devon v Carey Magistrate's case
 Kingston-upon-Hull *Filshie v Ervington* Magistrate's case
 Essex, Colchester *Wass, widow, &c v Wass & ors* County Court Plaintiff's appeal
 Hampshire, Southampton *Williams v Day, Summers & Co* County Court Plaintiff's appeal
 Bodmin, Cornwall *The Queen v Mayor of Bodmin & ors, JJ, &c* (expte Edyevean) Nisi for mandamus to appoint clerk to Justice
 Gloucestershire, Cardiff *Lander v Scottish Accidental Insee Co* County Court dfts' app
 Sussex, Worthing *Boyes v Baker & Sons & anr* County Court plt's app
 London *The Queen v Manley Smith, Esq* (expte Church) Nisi for mandamus to tax costs of inquiry
 Staffordshire *Atkinson v Milne* Magistrate's case
 Middlesex *The Queen v Heal* Nisi for certiorari for indictment at instance of Rosors
 Lancashire, Blackburn *Duxbury v Greenwell & anr* County Court dfts' app
 Glamorganshire, Cardiff *Jenner, spinster v Morgan* County Court plt's app
 Essex London County Council v Churchwardens, &c of West Ham & ors Order of sessions appellant's nisi to quash
 Sussex, Hastings *Marsland & anr v Gant* County Court dft's app
 Glamorganshire, Cardiff *Jenner, spinster v Peacock* County Court plt's app
 Same Same v Lattay County Court plt's app
 Middlesex, Brompton *Madden v Kensington Vestry* County Court plt's app
 Same Tower Assets Co v Huntley County Court plt's app

REVENUE PAPER.

Causes for hearing.

Attorney-Gen v De Burton & ors By English information and supplemental orders
 Attorney-Gen v Smith & Cocks By English information and answer
 Attorney-Gen v Gosling By English information and answer
 Attorney-Gen v His Grace the Duke of Rutland By English information

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals for hearing before a Divisional Court Sitting in Bankruptcy.

In re Bullock & Sons	Expte Bullock
In re Vince	Expte Trustee
In re Hawkins	Expte Hawkins
In re Sydenham	Expte Howard
In re Ingram	Expte Handley
In re Fiddian Squire & Co	Expte Fiddian Squire
In re Higgs	Expte Leicester
In re Smith, A	Expte Smith, N
In re Whiteley	Expte Smith, D
In re Child	Expte Child

Motions in Bankruptcy for hearing before Mr. Justice Vaughan Williams.

In re Von Wiessendfeld	Expte Hendry
In re Bates	Expte Hobbs v Bates
In re Marsden	Expte Board of Trade
In re Duncan	Expte Duncan
In re Ashby & Co	Expte Trustee
In re Zuccani	Expte Sutton & Co
In re Hughes	Expte Talbot
In re Hill	Expte British Bechuanaland Co
In re Whitworth	Expte Wildy
In re Foot	Expte Briggs & Son
In re Croaker	Expte Wingham
In re Bottomley	Expte Bottomley
In re Same	Expte Same
In re Owen	Expte Heatley
In re Goodes	Expte Goodes
In re Coates	Expte Scott & Cooper
In re Lachman	Expte Baker
In re Livesey	Expte Official Receiver
In re Bailey	Expte Mason
In re Same	Expte Same
In re Alderson	Expte Alderson, A
In re Cooper	Expte Official Receiver
In re Franks	Expte Palmer
In re Raw	Expte Trustee
In re Franks	Expte Official Receiver
In re Brewer	Expte Singleton
In re Goodes	Expte Goodes
In re Alderson	Expte Alderson
In re Tichiaz	Expte Official Receiver
In re Jackson	Expte Walker
In re Floyd	Expte Collins
In re Lion & Lion	Expte Lion
In re Crook	Expte Collins
In re Kolkenbeck	Expte Trustee
In re Baynam	Expte Trustee
In re Abrahams	Expte Israelovitch
In re Thacker	Expte Board of Trade
In re Spencer	Expte Official Receiver

WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 8.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BLAENAU FESTINIOG CENTRAL INDUSTRIAL AND CO-OPERATIVE SOCIETY, LIMITED—Creditors are required to send their names and addresses, and the particulars of their debts or claims, to Thomas Brodric, 1, Balloon st, Manchester, on or before Feb 8. Darbishire & Co, Manchester, solors for liquidator
 CROWN INVESTMENT TRUST, LIMITED—Petn for winding up, presented Dec 24, directed to be heard on Saturday, Jan 16. Rawlings, Walbrook, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15
 ENGLISH BANK OF THE RIVER PLATE, LIMITED—By order of Chitty, J., dated Dec 18, Mr Thomas Abercrombie Welton, 5, Moorgate st, has been appointed liquidator. Freshfields & Williams, Bank bldgs, solors for liquidator
 HAMBLEY FREEHOLD GOLD MINE, LIMITED—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to Newman Goldman, 80, Cornhill
 HAMPSHIRE & FISH, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Solomon Murray, Highfield House, Holmes Chapel, Cheshire. Fox & Sons, Manchester, solors for liquidator
 JAMES LAY & CO, LIMITED—Petn for winding up, presented Aug 10, directed to be heard on Saturday, Jan 16. Seal, Serjeants' inn, Fleet st, solor for petners
 LONDON AND COUNTY STOCK AND SHARE AGENCY CO, LIMITED—Petn for winding up, presented Dec 11, directed to be heard on Jan 16. Jekyll, Threadneedle st, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15
 MAY INVESTMENT TRUST, LIMITED—Petn for winding up, presented Dec 24, directed to be heard on Saturday, Jan 16. Rawlings, Walbrook, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15
 NEW ASBESTOS CO, LIMITED—Petn for winding up, presented Jan 6, directed to be heard before Mr Justice Stirling, on Saturday, Jan 16. Maddisons, King's Arms yd, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15
 TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA, LIMITED—Petn for winding up, presented Dec 17, directed to be heard before Mr Justice Kekewich, on Saturday, Jan 16. Blewitt & Tyler, Gracechurch st, solors for petner
 WOOLTON, MOSLEY, & CLIFTON, LIMITED—Petn for winding up, presented Jan 6, directed to be heard on Jan 16. Walker & Rowe, Bucklersbury, agents for Walker, Halifax, solor for petners. Notice of appearing must reach the abovenamed, Walker & Rowe, not later than 6 o'clock in the afternoon of Jan 15

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

GRANBOROUGH PHOTO GRAVING CO, LIMITED—Petn for winding up, presented Jan 6, directed to be heard at St George's Hall, Liverpool, on Monday, Jan 18. Harrison, Liverpool, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 17

FRIENDLY SOCIETIES DISSOLVED.

SANCTUARY DIANA, Branch of the Ancient Order of Shepherds Friendly Society, Gem Vaults, Steelhouse lane, Birmingham. Jan 4
 UNITED BRETHREN BENEFIT SOCIETY, Duke of York Inn, West Cowes, Isle of Wight. Jan 6

London Gazette.—TUESDAY, JAN. 12.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

EAST AREVALO (MEXICAN) MINING CO, LIMITED—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to G L S Maggioni, 4, Tokenhouse bldgs. Munk & Adie, solors for liquidator
 LEICESTER MANUFACTURING CO, LIMITED—Petn for winding up, presented Jan 11, directed to be heard before Mr Justice Stirling, on Jan 23. Riley, Moorgate st, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 22
 THOMAS BRETWISTLE & CO, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts and claims, to George Proctor, 6, Grimshawe st, Burnley. Nowell, Burnley, solor for the liquidator

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 8.

BAILEY, CHARLES, Burnley, Lancaster, Yarn Agent. Feb 8. The Keighley Green Mill Co, Limited v Bailey, Registrar, Manchester. Nowell, Burnley
 LORD, RICHARD, Longdon, Worcester, Farmer. Feb 10. Powell v Lord, North, J. Moore, Tewkesbury

London Gazette.—TUESDAY, JAN. 12.

JOLLY, THOMAS, Kilburn lane, Kensal green, no occupation. Feb 6. Jolly v Jolly, Stirling, J. Howard & Atherton, Abchurch lane
 WITHERS, HENRY, Bristol. Feb 11. Kent v Withers, C. Harwood Clarke, Royal Courts of Justice. Tuckey, Bristol

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 5.

AIKEN, EDITHA MARIA, Abbeyhill, nr Winchester. Feb 1. Wooldridge & Son, Winchester
 AVERY, WILLIAM HOWARD, Edgbaston, Warwick, Gent. Feb 1. Smith & Co, Birmingham
 BULLOCK, GREGG, Wheatenhurst, Glos. Mar 1. Humphrys, Hereford
 BUSH, ALEXANDER HALE, Putney, Surrey, Steward. Jan 21. Winter, Southampton bldgs, Chancery lane
 CLARK, EDWARD ELSDALE, Cowick, Snaith, Yorks, Solicitor. Feb 23. E & T Clark, Snaith
 COZENS, SARAH, Brill, Bucks. Mar 25. Birch, Thame, Oxon
 DOWDEN, JOHN FREDERICK, Croydon. Feb 15. Rowland & Hutchinson, Croydon
 ELAND, SARAH, Farsley, Yorks. Mar 1. Rawnsley & Peacock, Bradford

HENDERSON, ELIZABETH, Oxtou, Chester Jan 30 Thompson & Hughes, Birkenhead
 HEY, THOMAS KNOWLES, Hebden Bridge, Yorks, Chemist Feb 12 Sutcliffe, Hebden Bridge
 HILL, SARAH, Compton Dundon, nr Somerton, Farmer March 10 Nalder, Shepton Mallet
 JONES, ALFRED CHARLES, Croydon, Ironmonger Feb 15 Rowland & Hutchinson, Croydon
 MUSTY, WILHELMINA DOLHOVEN, Leamington Feb 1 Smith & Co, Birmingham
 OATES, JONATHAN ARNWAY, Worcester, Land Surveyor Feb 16 Whatley & Lambert, Malvern
 PEARSON, SARAH, Birkenhead Feb 2 Hodgkinson, Newark on Trent
 PINDER, JOHN, Nottingham, Box Maker Feb 12 Maples & McGrath, Nottingham
 POWELL, JOHN WALTER STANBURY, Plymouth Jan 23 Lane, Plymouth
 SINGLE, WASHINGTON, Woodford, Essex, E q Feb 12 Withers & Withers, Arundel st, Strand
 SMITH, WILLOUGHBY, St Martin's lane, Charing Cross, Manufacturer of Electrical Instruments Feb 16 Stibbard & Co, Leadenhall st
 STUBBS, RALPH, Bristol, Bootmaker Feb 4 Tuckett, Bristol
 THORNER, FRANCIS JOHN, Kendal, Auctioneer March 4 Thomson & Wilson, Kendal
 TOMKINS, DANIEL, Park st, Islington, Gent Feb 15 Keighley & Co, Lincoln's inn
 WATTS, ELIZABETH, Croydon Feb 15 Rowland & Hutchinson, Croydon
 WILD, LUKE, Dob in Sowerby, Halifax, Stonemason Feb 1 Jubb & Co, Halifax
 WILLIAMS, WILLIAM, Llandrillo yn Rhos, Denbigh, Gent Feb 2 Jones & Porter, Conway

London Gazette.—FRIDAY, JAN. 8.

ADAMS, CATHERINE, Plymouth Feb 22 Adams & Croft, Plymouth
 BAGNALL, WILLIAM, Wolverhampton Feb 8 Riley & Co, Wolverhampton
 BAKER, HUGH MASSEY, Everton, nr Liverpool Feb 6 Ridsdale & Son, Gray's inn square
 BOOTH, JOHN BENJON, Streatham, Surrey, Surgeon Feb 8 Avison & Co, Liverpool
 BROWN, MARY ELIZABETH, Cadishead, Irlam, Lancs March 1 Bygott, Wem, Salop
 CALVER, MARIA, Cambridge Feb 29 Ginn & Matthew, Cambridge
 DAVY, FREDERICK, Annandale, nr Sydney, New South Wales, Licensed Victualler Feb 17 Slade, Bow Churchyard, Cheapside
 DE STAFFORD, EDWARD AMELIUS STAFFORD O'BRIEN, Sedalia, Douglas county, Colorado, U. S. A., Gent March 6 Maudes & Tunncliffe, Arundel st, Strand

DYSON, GEORGE WALTER, Newcastle upon Tyne, Forge Manager Feb 25 Brown, Newcastle upon Tyne
 HIGGERS, WILLIAM, Leamington Feb 20 W & W C Hannay, Leamington
 KESSELMAYER, CHARLES WILLIAM, Altrincham, Chester, Merchant Feb 8 Darbishire & Co, Manchester
 KITTY, FRANCIS, Mulgrave rd, Sutton, Gent Feb 18 Palmer, Queen Victoria st
 KNYFTON, GEORGIANA SOPHIA, Uphill Castle, Somerset Feb 5 Osborne & Co, Bristol
 LAMBERT, EDWARD, Redhill, Surrey, Miller March 25 Morrisons & Nightingale, Reigate
 LITTLE, WILLIAM HUNTER, Llanvair, Kilgeddin, Mon. Esq Jan 30 Gabb & Walford, Abergavenny
 MEMMOTT, GEORGE FRANCIS, Clifton, Bristol, Gent Feb 6 Meade-King & Bigg, Bristol
 MORRISON, LUCY, Cabbage Hale, Liverpool Feb 13 J. & A. Bright, Nottingham
 MOSFORTH, EMILY, Sheffield, Licensed Victualler Feb 8 Gould & Coombe, Sheffield
 MOUNTAIN, GEORGE, Manchester, Accountant Feb 17 W. R. & J. S. Minor, Manchester
 MURDOCH, SIR THOMAS WILLIAM CLINTON, K.C.M.G., St George's sq Feb 15 Burne & Wykes, Lincoln's inn fields
 NEWTON, ANN, Greenwood rd, Dalston Feb 15 Thorneley & Cameron, Liverpool
 NOCK, PIDDOCK, Sutton Coldfield, Warwick Feb 1 Foster & Kendrick, Birmingham
 REICHAERT, LOUISA MARIA, Beacon hill, Camden Town Feb 15 Wilson & Son, Basinghall st
 SHAW, ANNA WILHELMINA, Cheltenham Feb 6 Hill, Queen Victoria st
 SMART, JACKSON WYMAN, Old Jewry chmbrs, Old Jewry, Solicitor Feb 12 Jackson Smart & Co, Old Jewry chmbrs
 SPALTON, ARTHUR WILLIAM, Balby, nr Doncaster Feb 20 Baxter & Co, Doncaster
 SPENCER-BELL, MARY ANN, Devonshire place Feb 28 Waterhouse & Co, New court, Lincoln's inn
 TICKNER, RICHARD, Great Bookham, Surrey, Farm Labourer Jan 28 Cotching, Horsham
 TOMPSON, MARY, Sandhurst, Berks Feb 18 Bedford, Amersham, Bucks
 WALKER, ANNE, Chesterfield, Derby March 1 Stanton & Walker, Chesterfield
 WATTS, EDWARD, Maidstone, Gent Feb 10 Monckton & Son, Maidstone
 YATES, ANNE, Prince's rd, Liverpool Feb 20 Gill & Co, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JAN. 8.

RECEIVING ORDERS.

ABRAHAM, H. King's rd, Camden Town High Court Pet Dec 14 Ord Jan 5
 APPS, WALTER JAMES, Hove, Sussex, Grocer Brighton Pet Jan 4 Ord Jan 4
 BAYLEY, I. A. Leadenhall st, Metal Merchant High Court Pet Oct 17 Ord Jan 5
 BEKKELEY, THOMAS WILLIAM, Leominster, Herefordshire, Grocer Leominster Pet Jan 5 Ord Jan 5
 BETTESWORTH, GEORGE H. late Avenue rd, New Southgate, Builder High Court Pet Dec 15 Ord Jan 5
 BRANHALL, JOHN, Ashton in Makerfield, Lancs, Coal Miner Wigan Pet Jan 6 Ord Jan 6
 BULL, GEORGE, Torre, Torquay, Upholsterer Exeter Pet Jan 5 Ord Jan 5
 CHAMBERS, WILLIAM JAMES, late of Swansea, Innkeeper Swansea Pet Jan 4 Ord Jan 4
 COHEN, HYMAN, Leeds, Jeweller Leeds Pet Jan 1 Ord Jan 5
 COOK, JOSEPH, Charlton, Hartlebury, Worcs, Wheelwright Kidderminster Pet Dec 18 Ord Dec 18
 CRAVOS, STEPHEN, Cardiff, Shipwright Cardiff Pet Jan 1 Ord Jan 1
 CROSS, ROBERT, Ovenden, nr Halifax, Warehouseman Halifax Pet Jan 6 Ord Jan 6
 EDWARDS, DAVID JONES, Llanybyther, Carmarthenshire, Licensed Victualler Carmarthen Pet Jan 5 Ord Jan 5
 ELIAS, ISRAIAH, Gloucester, Innkeeper Gloucester Pet Jan 5 Ord Jan 5
 FEIST, HERBERT, Newmarket, Auctioneer Cambridge Pet Jan 4 Ord Jan 4
 FELLOWS, WILLIAM, Walmer rd, Notting hill, Clothier High Court Pet Jan 6 Ord Jan 6
 GIFFORD, THOMAS, Fenstanton, Hunts, Baker Peterborough Pet Jan 4 Ord Jan 4
 GUEST, GEORGE, and GEORGE FREDERIC GUEST, Tunstall, Staffs, Earthenware Manufacturers Tunstall Pet Jan 5 Ord Jan 5
 HALL, THOMAS, Salisbury, Pork Butcher Salisbury Pet Jan 6 Ord Jan 6
 HILTON, F. Sardinia st, Lincoln's inn, Priester High Court Pet Dec 14 Ord Jan 5
 HODDAY, THOMAS WILLIAM, Margate, Baker Canterbury Pet Jan 6 Ord Jan 6
 HODGE, JAMES, Kingswood, Glos, Greengrocer Bristol Pet Jan 6 Ord Jan 6
 HYDE, LUCY, Ludworth, Derbyshire, Widow Ashton under Lyne and Stalybridge Pet Jan 2 Ord Jan 2
 KEMPTHORNE, JAMES, Hoe st, Walthamstow, Provision Merchant High Court Pet Dec 11 Ord Jan 6
 KINNEAR, ALFRED, Nassington rd, Hampstead High Court Pet Nov 24 Ord Jan 6
 LLOYD, FREDERICK, Foss Bridge, nr Northleach, Glos, Blacksmith Cheltenham Pet Jan 5 Ord Jan 5
 MARTINS, WILLIAM GEORGE, Anerley, Surrey, Builder Croydon Pet Dec 17 Ord Jan 5
 MORGENSTERN, JACOB, Tenby, Tobaccoist Pembroke Dock Pet Jan 4 Ord Jan 4
 NEWMAN, GEORGE, Tongwynlais, nr Cardiff, Innkeeper Cardiff Pet Dec 17 Ord Dec 31
 PEARSON, JOHN, Headingley, Leeds, late Farmer Leeds Pet Dec 12 Ord Jan 4
 RAHNET, JOHN, Stockton on Tees, Grocer Stockton on Tees Pet Jan 5 Ord Jan 5
 SCHORREHEIM, FERDINAND OSCAR, Hammersmith's rd, Baker High Court Pet Jan 6 Ord Jan 6

SIMPSON, HUGH, Birmingham, Draper Birmingham Pet Dec 18 Ord Dec 6
 TIDD-PRAATT, FREDERICK ROGERS, Kingston, Herefordshire, Solicitor Leominster Pet Jan 4 Ord Jan 4
 TODD, JOSEPH, Manchester, Cloth Merchant Manchester Pet Jan 6 Ord Jan 6
 WHITE, MARY ANN, Anerley, Surrey, late Tanner High Court Pet Jan 5 Ord Jan 6
 WILLCOCKS, GEORGE ALEXANDER, St Columb, Cornwall, Ironmonger Truro Pet Jan 5 Ord Jan 5
 WILCOX, THOMAS, Sheffield, Hay Dealer Sheffield Pet Jan 4 Ord Jan 4
 YOUNG, JOHN, Banbury, Tailor Banbury Pet Dec 23 Ord Jan 4

FIRST MEETINGS.

BARBERY, MATILDA ANN, Falmouth, Boot Dealer Jan 15 at 12 Off Rec, Boscawen st, Truro
 BARKER, WILLIAM HODGSON, Great Berkhamstead, Herts, Brewer's Traveller Jan 18 at 12, St Aldate's, Oxford
 BRAYFORD, EDGAR, Burslem, Staffs, Earthenware Manufacturer Jan 21 at 10.30 Off Rec, King st, Newcastle under Lyme
 BROUGHTON, WILSON, Clayton le Moors, Lancs, Boot Manufacturer Feb 3 at 1 County Court house, Blackburn
 BULL, GEORGE, Torre, Torquay, Upholsterer Jan 19 at 11 Off Rec, 13, Bedford circus, Exeter
 BUSSELL, MARY, Stockwell mansions, Stockwell, Spinster Jan 19 at 2.30 33, Carey st, Lincoln's inn
 CANE, WILLIAM, Snow hill, Hardware Agent Jan 22 at 1 33, Carey st, Lincoln's inn
 CANNELL, ALBERT, Norwich, Grocer Jan 16 at 12 Off Rec, 8, King st, Norwich
 CHAPMAN, ELIZABETH, New Bond st, Restaurant Keeper Jan 19 at 12 33, Carey st, Lincoln's inn
 CORNISH, ENOCH BISSETT, Maidenhead, Furniture Dealer, Jan 15 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
 CRITCHLEY, ALBERT, and THOMAS PENDOCK HUTCHINSON, late of Nottingham, Drapers Jan 22 at 12 33, Carey st, Lincoln's inn
 CROSS, ROBERT, Ovenden, nr Halifax, Warehouseman Jan 20 at 11 Off Rec, Halifax
 DAVIES, CALED JOHN, Swansea, Commission Agent Jan 15 at 12 Off Rec, 97, Oxford st, Swansea
 DOGGETT, JOHN, Fishponds, Glos, Clerk to Portuguese Consul at Cardiff Jan 20 at 12 Off Rec, Bank chmbrs, Bristol
 FEIST, HERBERT, Newmarket, Auctioneer Jan 22 at 12 Off Rec, 5, Petty Cury, Cambridge
 FERAN, STEPHEN, Birmingham, Jeweller Jan 19 at 11 25, Colmore row, Birmingham
 FORD, PRINCE RILEY, Leeds, Travelling Draper Jan 18 at 12 Off Rec, 22, Park row, Leeds
 GRAHAM, HUGH, Inland Revenue Office, Somerset House, Clerk Jan 20 at 2.30 33, Carey st, Lincoln's inn
 GRIMSLOW, ERNEST ANTHONY ATKINSON, Croydon, Surrey, Gent Jan 15 at 11.30 24, Railway approach, London Bridge
 GWYN, JOSEPH, Sketty, nr Swansea, Builder Jan 16 at 12 Off Rec, 97, Oxford st, Swansea
 HALL, WILLIAM, Dudley, Tailor Jan 15 at 11 Dudley Arth's Hotel, Dudley
 HAMPTON, JOSEPH HALLIWELL, Whitehaven, Coal Merchant Jan 19 at 12.30 67, Duke st, Whitehaven
 HODGE, JAMES, Kingswood, Glos, Greengrocer Jan 20 at 1 Off Rec, Bank chmbrs, Bristol
 HUMPHRIS, CHARLES, Warley, Worcs, Cowkeeper Jan 21 at 11.15 County Court, West Bromwich

JENKINS, WILLIAM, Ystradgynlais, Brecon, Hawker Jan 18 at 2 Off Rec, 97, Oxford st, Swansea
 KIRK, THOMPSON, Lacey, Lines, Saddler Jan 16 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 KUHN, BERNHARD WILHELM, St Mary at Hill, Drysalter Jan 21 at 11 33, Carey st, Lincoln's inn
 LAMB, JOSEPH HENRY, Kingston upon Hull, Slipper Maker Jan 16 at 10.30 Off Rec, Trinity House lane, Hull
 LANSBURY, H. J., Bromley, Kent, Land Agent Jan 15 at 12.30 24, Railway approach, London Bridge
 LASLETT, ROBERT COLLARD, and LOUISA ANN LASLETT, Wingham, Kent, Farmers Jan 15 at 9.30 Off Rec, 5, Castle st, Canterbury
 LAUDY, FREDERICK, Foss Bridge, Northleach, Glos, Blacksmith Jan 28 at 11 County Court bldgs, Cheltenham
 LUTKIN, JAMES WATSON, Gt Grimsby, Fisherman Jan 16 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby
 METCALF, AARON, Oswaldtwistle, Lancs, Cotton Waste Spinner Jan 18 at 2.30 Commercial Hotel, Blackfriars rd, Accrington
 MOSS, SAMUEL, and DAVID MOSS, High st, Walthamstow, Drapers Jan 20 at 12 Bankruptcy bldg, Portugal st, Lincoln's inn fields
 NEEDHAM, LUKE, Alveley, Salop, Butcher Jan 19 at 2.15 Thos. Wall, Solicitor, Stourbridge
 PINE, WILLIAM LINDSEY, Landport, Fancy Warehouseman Jan 19 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 POLLITT, THOMAS, Manchester, Beerhouse Keeper Jan 18 at 3 Ogden's chmbrs, Bridge st, Manchester
 PROSSER, WILLIAM, Hakin, Milford Haven, Grocer Jan 16 at 11 Off Rec, 11, Quay st, Carmarthen
 READER, WILLIAM, Boundary rd, Walthamstow, Draper Jan 21 at 1 33, Carey st, Lincoln's inn fields
 SALMON, CHARLES WHIPPY, Bristol, Timber Merchant Jan 20 at 12.30 Off Rec, Bank chmbrs, Bristol
 SHILLINGFORD, GEORGE WILLIAM, Eynham, Oxon, Woolstapler Jan 16 at 11.30 1, St Aldate's, Oxford
 SMITH, EDWARD, Headingley, nr Leeds, Farmer Jan 18 at 11 Off Rec, 22, Park row, Leeds
 SPENCER, ROBERT, Birmingham, Chemist Jan 20 at 11 25, Colmore row, Birmingham
 WELLARD, WILLIAM, Wingham, Kent, Farmer Jan 15 at 9 Off Rec, 5, Castle st, Canterbury
 WHITE, JOSEPH, and SIDNEY SMITH, Goldsmith st, Gough sq, Bookbinders Jan 21 at 2.30 33, Carey st, Lincoln's inn
 WILLIAMS, D. G., Cwmtywrch, Brecon, Grocer Jan 18 at 12 Off Rec, 97, Oxford st, Swansea
 WILLIAMSON, JOSEPH, Earls Barton, Northamptonshire, Boot Manufacturer Jan 16 at 12.15 County Court bldgs, Northampton

ADJUDICATIONS.

BAILLIE, W E, late Hanover square High Court Pet Nov 25 Ord Jan 5
 BANKS, GEORGE, St Leonards on Sea, Butcher Hastings Pet Dec 10 Ord Jan 6
 BARKER, WILLIAM HODGSON, Great Berkhamstead, Herts, Brewer's Traveller Aylesbury Pet Dec 16 Ord Jan 5
 BEKKELEY, THOMAS WILLIAM, Leominster, Grocer Leominster Pet Jan 5 Ord Jan 5
 BRANHALL, JOHN, Ashton in Makerfield, Lancs, Coal Miner Wigan Pet Jan 6 Ord Jan 6
 BRAYFORD, EDGAR, Burslem, Staffs, Earthenware Manufacturer Burslem and Tunstall Pet Dec 22 Ord Jan 2
 BULL, GEORGE, Torre, Torquay, Upholsterer Exeter Pet Jan 5 Ord Jan 5

CANNELL, ALBERT, Norwich, Grocer Norwich Pet Dec 21
Ord Jan 5
CHAMBERS, WILLIAM JAMES, late of Swansea, Innkeeper
Swansea Pet Jan 4 Ord Jan 4
CRAYON, STEPHEN, Cardiff, Shipwright Cardiff Pet Jan 1
Ord Jan 1
EDWARDS, DAVID JONES, Llanybyther, Carmarthenshire,
Licensed Victualler Carmarthen Pet Jan 5 Ord Jan 5
ELLIS, ISAIAH, Gloucester, Innkeeper Gloucester Pet Jan
5 Ord Jan 5
FRIST, HERBERT, Newmarket, Auctioneer Cambridge Pet
Jan 4 Ord Jan 4
FELLOWS, WILLIAM, Walmer rd, Notting hill, Clothier
High Court Pet Jan 6 Ord Jan 6
FERAN, STEPHEN, Birmingham, Jeweller Birmingham
Pet Dec 23 Ord Jan 6
GRIMSHAW, ERNEST ANTHONY ATKINSON, Croydon, Surrey,
Gent Croydon Pet Dec 19 Ord Jan 5
GUEST, GEORGE, and GEORGE FREDERIC GUEST, Tunstall,
Staffs, Earthenware Manufacturers Tunstall Pet Jan 5
Ord Jan 5
HALL, THOMAS, Salisbury, Pork Butcher Salisbury Pet
Jan 6 Ord Jan 6
HAMPTON, JOSEPH HALLIWELL, Whitehaven, Coal Merchant
Whitehaven Pet Dec 17 Ord Jan 4
HORDAY, THOMAS WILLIAM, Margate, Baker Canterbury
Pet Jan 5 Ord Jan 6
LLOYD, FREDERICK, Foss Bridge, nr Northleach, Glos,
Blacksmith Cheltenham Pet Jan 5 Ord Jan 5
MARTINI, DAS, Brighton, Gent Brighton Pet Oct 28 Pet
Jan 5
PIKE, PETER, Addover, Southampton, Carpenter Salisbury
Pet Dec 12 Ord Jan 6
PROSSER, WILLIAM, Haking, Milford Haven, Grocer Pem-
brock Dock Pet Dec 30 Ord Jan 5
RAMSET, JOHN, Stockton on Tees, Grocer Stockton on Tees
Pet Jan 5 Ord Jan 5
ROWE, ELIZA, Pemberton, Lancs, late Licensed Victualler
Wigan Pet Dec 17 Ord Jan 2
SCHONSHIRE, FREDERICK OSCAR, Hammersmith rd, Baker
High Court Pet Jan 6 Ord Jan 6
SHARP, SAMUEL FREDERICK, Donhead St Andrew, Wilts,
Farmer Salisbury Pet Dec 22 Ord Jan 6
SIN, GEORGE VERNON, Lombard st High Court Pet Aug
5 Ord Jan 5
STOKES, EMILE, New Bond st, Underclothing Manufacturer
High Court Pet Dec 1 Ord Jan 5
TREWEEK, WILLIAM JAMES, Abbots rd, Poplar, Grocer
High Court Pet Dec 30 Ord Jan 4
WADSWORTH, ANTHONY, Copthall bldgs, Throgmorton st,
Stockbroker High Court Pet Oct 24 Ord Jan 4
WARD, CHARLES WILSON, Minorities, Builder High Court
Pet Nov 19 Ord Jan 5
WILLCOCKS, GEORGE ALEXANDER, St Columb, Cornwall,
Ironmonger Truro Pet Jan 4 Ord Jan 5
WILLCOX, THOMAS, Sheffield, Hay Dealer Sheffield Pet
Jan 4 Ord Jan 4
WILLIAMS, D. G. Cwmtyrch, Brecon, Grocer Neath Pet
Dec 18 Ord Jan 5
WILSON, EDWARD POWELL, Idol lane, Wine Merchant
High Court Pet Dec 30 Ord Jan 4
WOLLETT, GEORGE ROBERT, Caterham Valley, Surrey,
Nurseryman Croydon Pet June 25 Ord Jan 5

London Gazette.—Tuesday, Jan. 12.

RECEIVING ORDERS.

BRADLEY, WILLIAM, Whitlesey, Cambs, Butcher Peter-
borough Pet Jan 7 Ord Jan 8
CHAPLIN, EMMA, New Humberside, Leicester, Boot Manu-
facturer Leicester Pet Dec 22 Ord Jan 2
CLACK, JOHN CHARLES, Sterndale rd, West Kensington,
Solicitor High Court Pet Jan 9 Ord Jan 9
EVANS, WILLIAM, Middlesborough, Boiler Maker Middles-
borough Pet Jan 7 Ord Jan 7
GRANGER, HENRY THOMAS, Fairview Grove, Chiswick,
Stockbroker's Clerk Brentford Pet Jan 5 Ord Jan 5
HARRISON, PRYCE D., Sutherland avenue, Maida vale, Gent
High Court Pet Nov 25 Ord Jan 6
HAYCOCK, MARGARET, Yalding, Kent, Widow Maidstone
Pet Jan 6 Ord Jan 6
HERNELL, JOHN, Slapton, nr Kingsbridge, Devon, Farmer
East Devonshire Pet Dec 23 Ord Jan 9
IVER, EDWARD WILLIAM, late of Liverpool, Contractor
Manchester Pet Dec 15 Ord Jan 7
KERSHAU, ANDERSON, Nab, nr Stainland, Halifax, Farmer
Halifax Pet Jan 8 Ord Jan 8
KNOWLES, JOSEPH HENRY, Birmingham, Tailor Birming-
ham Pet Dec 7 Ord Jan 5
LIPSCOMB, GEORGE WILSHIER, Laddingford, Yalding, Kent,
Licensed Victualler Maidstone Pet Jan 6 Ord Jan 6
MARSH, GEORGE, Folkestone, Musical Instrument Dealer
Canterbury Pet Jan 9 Ord Jan 9
NALTON, THOMAS EDWIN, Shipley, Yorks, Agent Bradford
Pet Jan 8 Ord Jan 8
PARKER, CHARLES JOSEPH HUMPHREY, Gledlow terrace,
Brompton, Manager to a Fruiterer High Court Pet
Jan 6 Ord Jan 7
PEARSON, JOHN, Headingley, Leeds, late Farmer Leeds
Schlesinger Pet Jan 12 Ord Jan 7
PRICE, DAVID, Watton, Brecon, Labourer Merthyr Tydfil
Pet Jan 8 Ord Jan 8
REED, WALTER JAMES, Kingston upon Hull, Solicitor
Kingston upon Hull Pet Dec 11 Ord Jan 7
ROGERS, JOSEPH, Hanover sq, Dentist High Court Pet
July 3 Ord Jan 8
SCHLESINGER, WILLIAM, Little Britain, Commission Agent
High Court Pet Oct 9 Ord Jan 7
STOCKTON, JOSEPH, Marriot rd, Tollington park, Cattle
Dealer High Court Pet Jan 8 Ord Jan 8
SWALLOW, JOHN, Hyde, Cheshire, Boot Dealer Ashton
under Lyne and Stalybridge Pet Dec 21 Ord Jan 6
THOMPSON, W. J. D., Oxford st, Mercantile Clerk High
Court Pet Nov 27 Ord Jan 9
TWINING, MAURICE, Hodson, Wilts, Publican Swindon
Pet Jan 8 Ord Jan 8
VANSITTART, CHARLES GOODRICH, Tenterfield, West Worth-
ing, Gent Brighton Pet Nov 25 Ord Jan 9
WELLS, ARTHUR ERNEST, Gerrard st, Soho High Court Pet
July 28 Ord Jan 8
WILLIAMS, JOHN CHARLES, late of Leicester, late Managing
Director of a Brewery Co High Court Pet Oct 20
Ord Jan 6
WRIGHT, HENRY, Upper Higham, Kent, Market Gardener
Rochester Pet Jan 8 Ord Jan 9

WILLIS, JAMES WATSON, Upper Sydenham, Kent, Dyer
Greenwich Pet Jan 7 Ord Jan 7
WRIGHT, HENRY, Upper Higham, Kent, Market Gardener
Rochester Pet Jan 9 Ord Jan 9

The following amended notice is substituted for that pub-
lished in the London Gazette, Dec 18.

RENDLE, JOHN, Lavender hill, Enfield, Dealer Edmonton
Pet Dec 15 Ord Dec 15

FIRST MEETINGS.

ALLISON, GEORGE, Railway ter, New Southgate, Meat Sales-
man Jan 20 at 3 Off Rec, 95, Temple chmbrs, Temple
avenue
BRADLEY, WILLIAM, Whitlesey, Cambs, Butcher Jan 25
at 12 Law Courts, New rd, Peterborough
BRANHAM, JOHN, Ashton in Makerfield, Lancs, Coal Miner
Jan 20 at 10.45 Court house, King st, Wigan
BROADBENT, SCOTIE, the younger, Paignton, Devon, Mining
Engineer Jan 22 at 11 10, Athenaeum ter, Plymouth
CAPPER, RICHARD HARCOURT, Ashbourne, Derbyshire, Gent
Jan 20 at 11.45 Midland Hotel, Station st, Burton on
Trent
CARIS, WALTER HENRY, Sparkbrook, Birmingham, Clerk
in Holy Orders Jan 20 at 11 25, Colmore row, Birming-
ham
CAWOOD, JOHN, Cheltenham, formerly Licensed Victualler
Jan 21 at 3.45 County Court bldgs, Cheltenham
CHAPLIN, EMMA, New Humberside, Leicester, Boot Manu-
facturer Jan 19 at 12.30 Off Rec, 34, Friar lane,
Leicester
COLMAN, WILLIAM HENRY, Bedford, Baker Jan 22 at 11.30
Off Rec, 81 Paul's sq, Bedford
ELLARD, GEORGE, Northampton, Boot Manufacturer Jan
20 at 3 County Court bldgs, Northampton
ELLIS, ISAIAH, Gloucester, Innkeeper Jan 19 at 3 Off Rec,
15, King st, Gloucester
FAYETS, JOHN, Sheppey yard, Minorities, General Merchant
Jan 22 at 2.30 33, Carey st, Lincoln's inn
GIFFORD, THOMAS, Fenstanton, Hunts, Baker Jan 23 at 12
Law Courts, New rd, Peterborough
GOLDING, THOMAS HENRY, Worcester, Glove Manufacturer
Jan 21 at 10.30 Off Rec, Worcester
GREEK, FREDERICK, Ponder's End, Licensed Victualler
Jan 19 at 3 Off Rec, 95, Temple chmbrs, Temple
avenue
GUTHRIE, CHARLES, Hulme, Manchester, Grocer Jan 19 at
3.30 Ogden's chmbrs, Bridge st, Manchester
GUY, CHARLES JOHN, Blossom st, Norton Folgate, Sta-
tionery Cabinet Manufacturer Jan 25 at 12 33, Carey
st, Lincoln's inn
HALL, THOMAS, Salisbury, Pork Butcher Jan 20 at 3 Off
Rec, Salisbury
HATFIELD, THOMAS, Middlesborough, Fruit Merchant
Jan 20 at 3 Off Rec, Middlesborough
HAYCOCK, MARGARET, Yalding, Kent, Widow Jan 22 at 3
Off Rec, Week st, Maidstone
HOWARD, CHARLES, New cut, Lambeth, Glass Manufacturer
Jan 20 at 1 35, Carey st, Lincoln's inn
JAMES, HENRY THOMAS, Newport, Mon, Butcher Jan 20 at
12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
JONES, EDWARD, Roman rd, Old Ford, Cake Manufacturer
Jan 20 at 12 Bankruptcy bldgs, Portugal st, Lincoln's
inn fields
KEATING, SAMUEL FRYENELL, Brighton, Commercial Travel-
ler Jan 20 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
KERSHAU, ANDERSON, Nab, Stainland, nr Halifax, Farmer
Jan 23 at 3 Off Rec, Halifax
LEWIS, JOHN, Ynyshir, Glam, Jeweller Jan 19 at 3 Off
Rec, Merthyr Tydfil
LIPSCOMB, GEORGE WILSHIER, Laddingford, Yalding, Kent,
Licensed Victualler Jan 22 at 4 Off Rec, Week st,
Maidstone
REED, WALTER JAMES, Kingston upon Hull, Solicitor
Jan 20 at 11 Off Rec, Trinity House lane, Hull
ROBERTS, JOHN GREGORY, Shirley, Worcs, Grocer Jan 22
at 11 25, Colmore row, Birmingham
REDKIN, ALFRED, Leicester, Joiner Jan 20 at 12 Off Rec,
34, Friar lane, Leicester
SHILLINGFORD, COULTY, West Brighton, Furniture Dealer
Jan 20 at 3.30 Off Rec, 4, Pavilion bldgs, Brighton
SING, FREDERICK JOHN, Birmingham, Dentist Jan 25 at 11
25, Colmore row, Birmingham
SMITH, MARY, and CHARLES LICKFOLD SMOUT, Hastings,
Sawwood Florists Jan 25 at 12.30 Young & Son, Bank
bldgs, Hastings
STEEL, THOMAS DYNE, Newport, Mon, Engineer Jan 19 at
2.30 Off Rec, 25, Colmore row, Birmingham
SWALLOW, JOHN, Hyde, Cheshire, Boot Dealer Jan 19 at 3
Ogden's chmbrs, Bridge st, Manchester
TURNER, ALFRED, Leicester, Glass Dealer Jan 19 at 12 Off
Rec, 34, Friar lane, Leicester
TUFFIN, EDWIN JOHN, Hoveham, Sussex, Saddler Jan 20 at
12 Off Rec, 4, Pavilion bldgs, Brighton
WILLCOCKS, GEORGE ALEXANDER, St Columb, Cornwall,
Ironmonger Jan 19 at 12 Off Rec, Boscawen st,
Truro
WILLCOX, THOMAS, Sheffield, Hay Dealer Jan 20 at 11 Off
Rec, Fytres lane, Sheffield
WILSON, EDWARD POWELL, Idol lane, Wine Merchant Jan
21 at 12 35, Carey st, Lincoln's inn
WRIGHT, HENRY, Upper Higham, Kent, Market Gardener
Jan 20 at 11.30 Off Rec, High st, Rochester

ADJUDICATIONS.

ALLISON, GEORGE, Railway terrace, New Southgate, Meat
Salesman Edmonton Pet Dec 31 Ord Jan 8
BRADLEY, LOUIS GALE, Margate, Butcher Canterbury Pet
Jan 2 Ord Jan 8
BRADLEY, WILLIAM, Whitlesey, Cambs, Butcher Peter-
borough Pet Jan 7 Ord Jan 8
BURNELL, MARY, Stockwell mansions, Stockwell, Spinster
High Court Pet Dec 9 Ord Jan 6
CARR, WILLIAM, Snow hill, Hardware Agmt High Court
Pet Dec 20 Ord Jan 7
CARPENTER, CHARLES, West Molesey, Surrey, Wholesaler
Kingston Pet Jan 1 Ord Jan 5
CHILDS, MARCUS, Nottinghill, Oxfon, Grocer Reading Pet
Dec 20 Ord Jan 7
COLES, LAWRENCE, and LOUIS COLES, Hatton gln, Watch
Material Dealers High Court Pet Nov 11 Ord Jan 7

COPE, AARON, Sowley, nr Market Drayton, Salop, Farmer
Nantwich and Crewe Pet Dec 10 Ord Jan 7
CROSS, ROBERT, Ovenden, nr Halifax, Warehouseman
Halifax Pet Jan 6 Ord Jan 9
DELPECH, HENRY, Mining lane, Merchant High Court
Pet Dec 19 Ord Jan 6
EVANS, WILLIAM, Middlesborough, Boiler Maker Middles-
borough Pet Jan 7 Ord Jan 7
FARRAR, GEORGE WILLIAM, Honley, Yorks, Dyer Hudders-
field Pet Dec 17 Ord Jan 9
GIFFORD, THOMAS, Fenstanton, Hunts, Baker Peterborough
Pet Jan 4 Ord Jan 8
GOULD, JOSEPH RICHARD, Birmingham, Rule Manufacturer
Birmingham Pet Dec 22 Ord Jan 7
GRAHAM, HUGH, Inland Revenue Office, Somerset House,
Clerk High Court Pet Dec 31 Ord Jan 6
GUBE, WILLIAM HERBERT, Ilfrcombe, Baker Barnstaple
Pet Nov 27 Ord Jan 7
HAYCOCK, MARGARET, Yalding, Kent, Widow Maidstone
Pet Jan 6 Ord Jan 6
HYDE, LUCY, Ludworth, Derbyshire, Widow Ashton
under Lyne and Stalybridge Pet Dec 2 Ord Jan 8
INGOLIS, FRANK, Baldock, Herts, Grocer Luton Pet Dec
30 Ord Jan 7
JAMES, HENRY THOMAS, Newport, Mon, Butcher Newport,
Mon Pet Jan 2 Ord Jan 2
KIRBY, GEORGE HARRY, Leicester, Boot Manufacturer
Leicester Pet Dec 19 Ord Dec 30
KEMPTHORNE, JAMES, Hoe st, Walthamstow, Provision
Merchant High Court Pet Dec 11 Ord Jan 9
KERSHAU, ANDERSON, Nab, Stainland, nr Halifax, Farmer
Halifax Pet Jan 8 Ord Jan 8
KING, J. E. New Cross, Kent, Builder Greenwich Pet Oct
30 Ord Jan 5
KINNEAR, ALFRED, Nassington rd, Hamptonstead High Court
Pet Nov 24 Ord Jan 9
LIPSCOMB, GEORGE WILSHIER, Laddingford, Yalding, Kent,
Licensed Victualler Maidstone Pet Jan 6 Ord
Jan 6
MARSH, GEORGE, Folkestone, Musical Instrument Dealer
Canterbury Pet Jan 8 Ord Jan 9
MOORE, ALBERT, Halifax, Jacquard Machine Maker
Halifax Pet Dec 21 Ord Dec 31
NALTON, THOMAS EDWIN, Shipley, Yorks, Agent Brad-
ford Pet Jan 8 Ord Jan 8
PARKER, CHARLES JOSEPH HUMPHREY, Gledlow ter, Brompton,
now Manager to a Fruiterer High Court Pet Jan
6 Ord Jan 7
PEARSON, JOHN, Headingley, Leeds, late Farmer Leeds
Schlesinger Pet Jan 12 Ord Jan 7
PODMORE, JOHN, Liverpool, Earthenware Dealer Liverpool
Pet Jan 7 Ord Jan 7
PRICE, DAVID, Watton, Brecon, Labourer Merthyr Tydfil
Pet Jan 8 Ord Jan 8
REED, WALTER JAMES, Kingston upon Hull, Solicitor
Kingston upon Hull Pet Dec 11 Ord Jan 7
ROGERS, JOSEPH, Hanover sq, Dentist High Court Pet
July 3 Ord Jan 8
SCHLESINGER, WILLIAM, Little Britain, Commission Agent
High Court Pet Oct 9 Ord Jan 7
STOCKTON, JOSEPH, Marriot rd, Tollington park, Cattle
Dealer High Court Pet Jan 8 Ord Jan 8
SWALLOW, JOHN, Hyde, Cheshire, Boot Dealer Ashton
under Lyne and Stalybridge Pet Dec 21 Ord Jan 6
THOMPSON, W. J. D., Oxford st, Mercantile Clerk High
Court Pet Nov 27 Ord Jan 9
TWINING, MAURICE, Hodson, Wilts, Publican Swindon
Pet Jan 8 Ord Jan 8
VANSITTART, CHARLES GOODRICH, Tenterfield, West Worth-
ing, Gent Brighton Pet Nov 25 Ord Jan 9
WELLS, ARTHUR ERNEST, Gerrard st, Soho High Court Pet
July 28 Ord Jan 8
WILLIAMS, JOHN CHARLES, late of Leicester, late Managing
Director of a Brewery Co High Court Pet Oct 20
Ord Jan 6
WRIGHT, HENRY, Upper Higham, Kent, Market Gardener
Rochester Pet Jan 8 Ord Jan 9

SALES OF ENSUING WEEK.

JAN. 18.—Messrs. WOOD & KIRBY, at the Mart, E.C., at 2
o'clock, Absolute Reversion (see advertisement, 9th inst.,
p. 176).
JAN. 20.—Messrs. ARBER, BUTLER, & WAGHORN, at the
Mart, E.C., at 2 o'clock, Leasehold Family Residence (see
advertisement, 9th inst., p. 176).
JAN. 20.—Messrs. EDWIN FOX & BOURFIELD, at the Mart,
E.C., at 2 o'clock, Shares in the Law Union Fire and Life
Insurance Co. (see advertisement, this week, p. 4).
JAN. 21.—Messrs. BEADEL & Co., at the Mart, E.C., at 3
o'clock, Freshold Wharf Property (see advertisement,
2nd inst., p. 4).
JAN. 21.—Messrs. BEADEL & Co., at the Mart, E.C., at 2
o'clock, Life Interest (see advertisement, this week, p. 4).

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